



Mayor Javier Villalobos
Mayor Pro Tem/Commissioner J. Omar Quintanilla
Commissioner Tony Aguirre, Jr.
Commissioner Joaquin Zamora



Commissioner Rodolfo "Rudy" Castillo
Commissioner Victor "Seby" Haddad
Commissioner Pepe Cabeza de Vaca
City Manager Isaac J. Tawil

AGENDA
CITY COMMISSION JOINT MEETING WITH THE
MCALLEN PUBLIC UTILITY BOARD
MONDAY, MAY 12, 2025 – 4:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Javier Villalobos
PLEDGE OF ALLEGIANCE - Mayor Javier Villalobos
INVOCATION - Commissioner Joaquin Zamora

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 5:00pm)

1. JOINT MEETING WITH THE MCALLEN PUBLIC UTILITY BOARD:

CANVASSING

- A)** Official Canvass of Election Returns for the City's General Election held May 3, 2025. *Convocación oficial de los resultados de la Elección General de la Ciudad de McAllen que se llevó a cabo el 3 de Mayo del 2025.*
- B)** Adoption of an Ordinance/Order certifying the official election returns. *Adopción de una ordenanza certificando los resultados oficiales de la elección.*

SWEARING IN CEREMONY OF NEWLY ELECTED OFFICIALS

END OF JOINT MEETING

2. ELECTION OF MAYOR PRO TEM:

3. PUBLIC HEARING:

A) ROUTINE ITEMS: *(All Rezoning and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)*

1. Rezone from C-1 (Office Building-OC) District to C-1 (Local Commercial-UDC) District: Lot 14, Block 2, Pecan Heights Subdivision, Hidalgo County, Texas; 1622 Pecan Boulevard.

2. Rezone from C-3L (Light Commercial-OC) District to R-1 (Low Density Residential-UDC) District: 0.29 acre tract of land, more or less, out of lot 287, John H. Shary Subdivision, Hidalgo County, Texas; 2900 North Taylor Road.

3. Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 1-13, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 29th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 14-26, Rancho Subdivision, Hidalgo County, Texas; 5610 - 5200 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 27-39, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 40-52, Rancho Subdivision, Hidalgo County, Texas; 2700 Sarah Avenue / 5200 - 5600 South 27th Street.

B) CONDITIONAL USE PERMIT:

1. Request of Rosa E. Estrada, appealing the Planning and Zoning Commission's decision on March 04, 2025, disapproving a Conditional Use Permit, for one year, for a Home Occupation-(Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue.

C) Amending the Zoning Ordinance of the City of McAllen.

END OF PUBLIC HEARING

4. CONSENT AGENDA: *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

- A)** Approval of Minutes for Workshop and Regular Meeting held April 28, 2025.
- B)** Award Contract for the Terminal Checkpoint Expansion at McAllen International Airport (Project No. 04-25-C20-612).
- C)** Award a Contract for the Terminal Expansion Design at McAllen International Airport (Project No. 11-24-S05-370).
- D)** Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Tampico, Tamaulipas, Mexico.
- E)** Consideration and Authorization to enter into an Interlocal agreement for the donation of surplus vehicles to the City of Paraiso, Nuevo Leon, Mexico.
- F)** Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Diaz Ordaz, Tamaulipas, Mexico.
- G)** Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Reynosa, Tamaulipas, Mexico.
- H)** Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Victoria, Tamaulipas, Mexico.
- I)** Consideration and Authorization to enter into an Interlocal agreement for the donation of surplus vehicles to the City of China, Nuevo Leon, Mexico.
- J)** Consideration and Approval of a Lease Agreement for 'SmoovBlendz Barbershop' at the Downtown Parking Garage at Parking Garage Food Court (Project No. 05-25-S60-01).
- K)** Consideration and Approval of an Agreement for Fiscal Year 2024-2025 TXDOT Allocation Funding.
- L)** Award of Contract for the Purchase of One (1) Threat Detector (Project No. 05-25-P63-01).
- M)** Award of Contract to replaster, replace pool strainers and replace gutter covers at Los Encinos Pool (Project No. 04-25-S35-375).
- N)** Award of Contracts for the Purchase of Ten (10) New Police Packaged Vehicles (Project No. 02-25-P36-128).
- O)** Consideration and Authorization to declare Equipment as Surplus.
- P)** CONSENT COOP PURCHASE
 - 1. Award of Contract for the Purchase of Six (6) New Police Packaged Vehicles through TIPS Cooperative Contract Pricing (Project No. 05-25-P61-01).
- Q)** CONSENT RESOLUTION
 - 1. Consideration and Approval of a resolution relating to 2025 Texas Gas Service Rio Grande Valley suspending the date of the rate increase.
- R)** Approval of Tax Refunds over \$500.00.
 - 1. Almondine Properties LLC
 - 2. Berkadia Commercial Mtg LLC
 - 3. Cajero, Andre & Taylor Lee Allen
 - 4. Cardoza, Osvaldo G
 - 5. Castilleja, Sotero & Mercedes Castilleja
 - 6. EBC Esperanza LLC
 - 7. JBAPS LLC
 - 8. JSJ Rodriguez Inc
 - 9. Keystone Automotive Ind LKQ Corp.

- 10. Rio Grande Regional Hospital
- 11. Wade, John & Julia Ann Thornton

5. BIDS/CONTRACTS:

- A) Consideration and Approval of a developers participation agreement for roundabout on Freddy Gonzalez and 33rd Street for Northwood Trails Block II and III.
- B) Consideration and Approval of Change Order No. 1 for the Boeye Reservoir and Regional Detention Pond Project (Project No. 08-24-C28-986).
- C) Consideration and Approval of Change Order No. 1 for the Alley Rehabilitation Project - Section A (Project No. 10-24-C03-464).
- D) Consideration and Approval of Change Order No.1 and Final for Daffodil and 41st Drainage Improvement Project (Project No. 06-24-C20-548).
- E) Consideration and Approval of Contract Amendment No. 3 with Cruz Hogan Consultants, Inc. for Additional Engineering Services (Project No. 03-19-S46-502).
- F) Consideration and Approval of Change Order of Change Order No. 6 & Final for the McAllen South Industrial Park project (Project No. 03-23-C23-749).

6. ORDINANCES:

- A) Adoption of an ordinance for a roundabout on Freddy Gonzalez and 33rd Street for Northwood Trails Block II and III.
- B) Providing for a Budget Amendment for Fiscal Year 2024-2025 for Airport Improvement Projects.

7. VARIANCE:

- A) Consideration of a variance request to not require the subdivision process at a 9.642 acre tract of land out of the west 10.255 acres of the east 20.513 acre of Lot 10, section 280, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas; 2113 West State Highway 107.

8. MANAGER'S REPORT:

- A) Future Agenda Items.

9. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

- A) Discussion and possible lease, sale or purchase of Real Estate Property, Tract 1. Tex. Gov't. Code §551.072.
- B) Consultation with City Attorney regarding legal aspects of infrastructure project. Tex. Gov't. Code §551.071.

- C) Consultation with City Attorney regarding potential litigation. Tex. Gov't. Code §551.071.
- D) Consideration of Economic Development matters. Tex. Gov't. Code §551.087.

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

C E R T I F I C A T I O N

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on May 9, 2025 at 3:30 PM and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/
Perla Lara, TRMC/CMC, CPM
City Secretary



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.A.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Official Canvass of Election Returns for the City's General Election held May 3, 2025. Convocación oficial de los resultados de la Elección General de la Ciudad de McAllen que se llevó a cabo el 3 de Mayo del 2025.
2. Party Making Request: Perla Lara
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____
7. Routing:
Cindy Zuniga

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

1.B.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Adoption of an Ordinance/Order certifying the official election returns. *Adopción de una ordenanza certificando los resultados oficiales de la elección.*
2. Party Making Request: Perla Lara
3. Applicant:
4. Nature of Request:
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____
7. Routing:
Cindy Zuniga

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT

ORDINANCE NO. 2025 – ____
PUB ORDER NO. 2025– ____

AN ORDER/ORDINANCE CERTIFYING THE ELECTION RESULTS FOR THE GENERAL ELECTION HELD SATURDAY, MAY 3, 2025 TO ELECT A MAYOR AND THREE (3) COMMISSIONERS TO THE BOARD OF COMMISSIONERS OF McALLEN, TEXAS (DISTRICTS 1, 2 AND 3) AND TO ELECT TWO (2) TRUSTEES TO THE McALLEN PUBLIC UTILITY BOARD, PLACES A AND D (AT-LARGE).

WHEREAS on Saturday, May 3, 2025, a General Election was held in the City of McAllen, Hidalgo County, Texas for the purpose of electing a Mayor and three Commissioners to the Board of Commissioners of McAllen, Texas for Single Member Districts 1, 2 and 3; electing Two Trustees to the McAllen Public Utility Board, Places A and D (at-large).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF McALLEN, TEXAS, AND ORDERED BY THE McALLEN PUBLIC UTILITY BOARD THAT:

SECTION I: After canvassing the returns of said election pursuant to the ordinances of the City of McAllen and pursuant to the applicable provisions of the Texas Election Code, the canvassing board certifies the following are true and correct results, to-wit:

Mayor (At-Large): That **JAVIER VILLALOBOS** was an unopposed candidate for the election and is declared to have been elected by the voters for the office of Mayor.

City Commissioner Single Member District Number One (1): That **ANTONIO “TONY” AGUIRRRE JR.** received **980** votes; that **TIMOTHY WILLKINS** received **494** votes.

City Commissioner Single Member District Number Two (2): That **JOAQUIN “J.J.” ZAMORA** was an unopposed candidate for the election and is declared to have been elected by the voters for the office of Commissioner District 2.

City Commissioner Single Member District Number Three (3): That **ROLANDO “ROLLY” RIOS** received **501** votes; **OMAR QUINTANILLA** received **370** votes.

McAllen Public Utility Board, Trustee Place A: That **CHARLES AMOS** was an unopposed candidate for the election and is declared to have been elected by the voters for the office McAllen Public Utility Board, Trustee Place A.

McAllen Public Utility Board, Trustee Place D: That **ERNIE WILLIAMS** was an unopposed candidate for the election and is declared to have been elected by the voters for the office McAllen Public Utility Board, Trustee Place D.

SECTION II: Said election was duly called, notice of said election was given in accordance with the law, and the canvass of the votes cast in said elections and returns thereof, were made in accordance with the law.

SECTION III: Pursuant to the Charter and Ordinances of the City of McAllen and applicable provisions of the Texas Local Government and Election Code, the following persons are declared to have been elected by the voters for the following offices:

Mayor	Javier Villalobos
City Commissioner – District 1	Antonio “Tony” Aguirre Jr.
City Commissioner – District 2	Joaquin J.J. Zamora
City Commissioner – District 3	Rolando “Rolly” Rios
PUB Trustee Place A	Charles Amos
PUB Trustee Place D	Ernie Williams

SECTION IV: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Texas in accordance with the Code of Ordinances of the City of McAllen, Section 2-56.

SECTION V: The City Secretary of the City of McAllen is hereby directed **not** to publish this ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect and to that extent this ordinance is considered severable.

CONSIDERED, PASSED and APPROVED this 12th day of May 2025, at a Meeting of the Board of Commissioners at which a quorum was present, and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this 12th day of May 2025.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney

McALLEN PUBLIC UTILITY
BOARD OF TRUSTEES

Charles Amos, Chairman

ATTEST:

Cynthia Salinas, Board Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.A.1.

DATE SUBMITTED

05/02/2025

MEETING DATE

5/12/2025

1. Agenda Item: Rezone from C-1 (Office Building-OC) District to C-1 (Local Commercial-UDC) District: Lot 14, Block 2, Pecan Heights Subdivision, Hidalgo County, Texas; 1622 Pecan Boulevard.
2. Party Making Request: Omar Sotelo
3. Applicant: Marilynn Martinez on behalf of Raul Arispe
4. Nature of Request: Rezone from C-1 (Office Building-OC) District to C-1 (Local Commercial-UDC) District: Lot 14, Block 2, Pecan Heights Subdivision, Hidalgo County, Texas; 1622 Pecan Boulevard.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 5/2/2025
Omar Sotelo	Approved - 5/5/2025
Michelle Rivera	Approved - 5/5/2025
Austin Stevenson	Final Approval - 5/6/2025
8. Staff Recommendation: Staff recommends approval
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

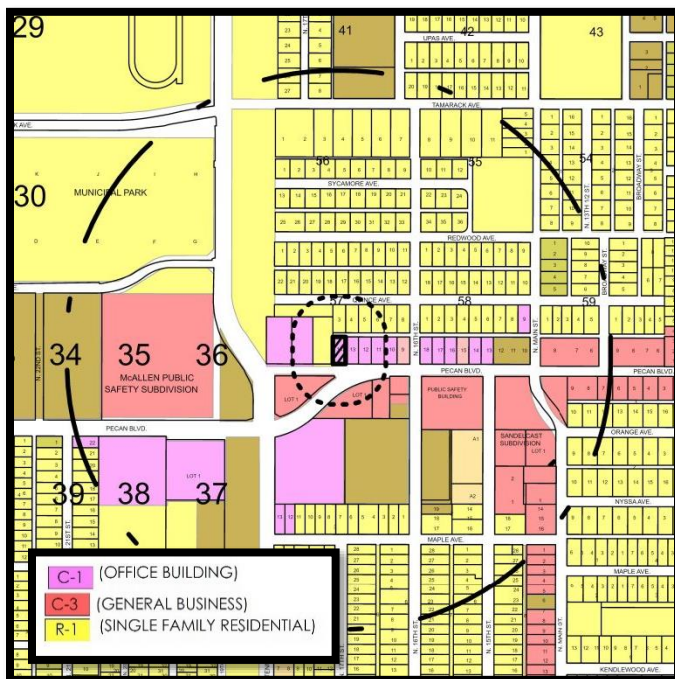
FROM: Omar Sotelo, CPM, Director of Planning

DATE: April 22, 2025

SUBJECT: REZONE FROM C-1 (OFFICE BUILDING-OC) DISTRICT TO C-1 (LOCAL COMMERCIAL-UDC) DISTRICT: LOT 14, BLOCK 2, PECAN HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS; 1622 PECAN BOULEVARD. (REZ2025-0024)

LOCATION: The subject property is located along the north side of Pecan Boulevard. The property is zoned C-1 (Office Building-OC) District.

PROPOSAL: The applicant is requesting to rezone the property to C-1 (Local Commercial-UDC) District in order use the property for a coffee shop. Currently, the property has an existing building that is being used as an office. The current zoning of the property does not allow coffee shops; therefore, a change of zoning to C-1 (Local Commercial-UDC) District is required to use the property for the proposed coffee shop use.



ADJACENT ZONING: The adjacent zoning is R-1 (Single-Family Residential-OC) District to the north and west, C-3 (General Business-OC) District to the south and C-1 (Office Building-OC) to the east.

LAND USE: The property is currently being used for an office. Surrounding uses include single

family residential dwellings, offices and other commercial uses.

FUTURE LAND USE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities. Single-family homes make up the majority of the land use category.

DEVELOPMENT TRENDS: The development trend of this area along Pecan Boulevard is for office use and other commercial uses.

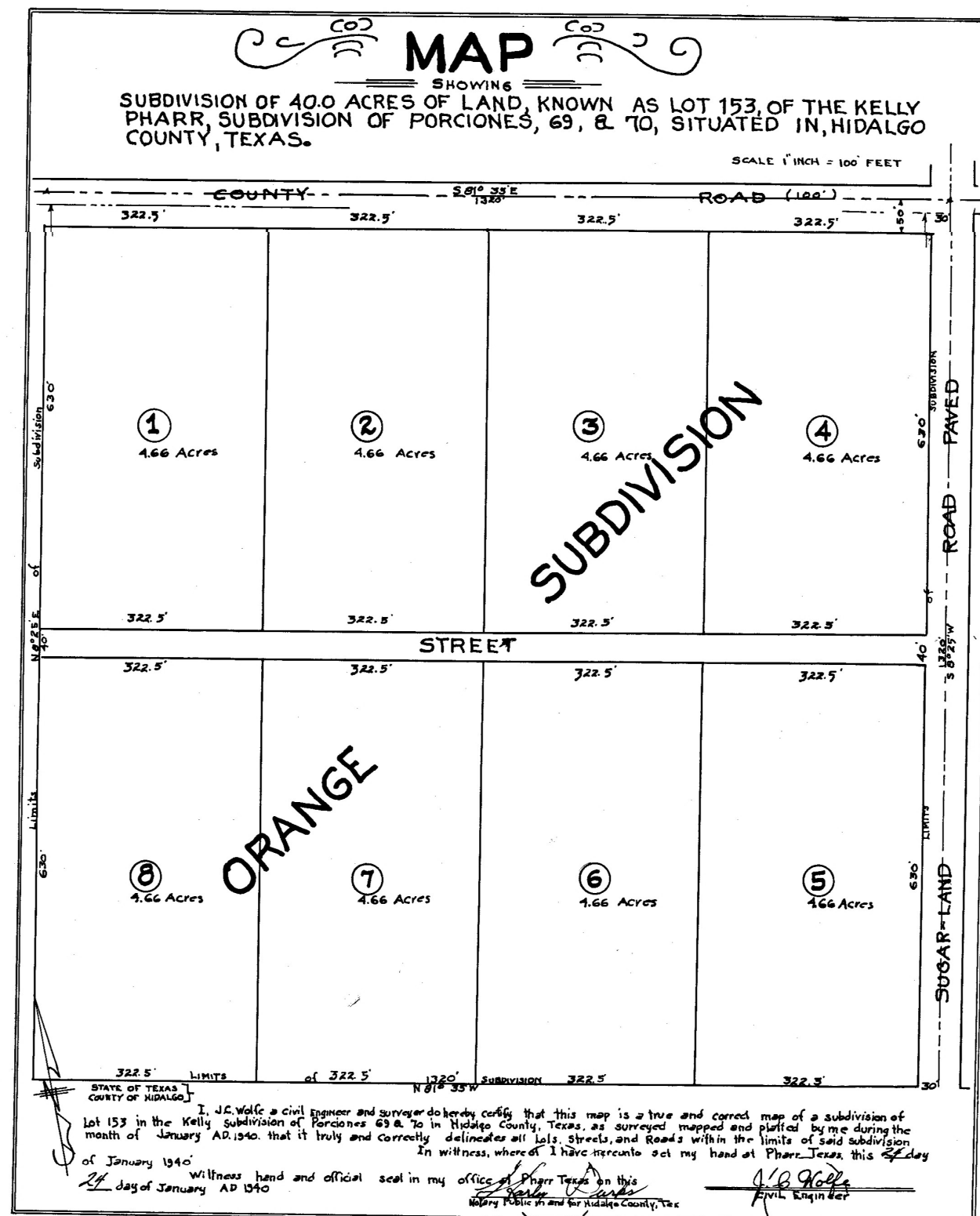
HISTORY: The application for this rezoning request was submitted March 18, 2025.

ANALYSIS: The requested zoning does not conform with the future land use designation as shown on the Envision McAllen Future Land Use Plan. However, it complies with the development trend along Pecan Boulevard and surrounding uses.

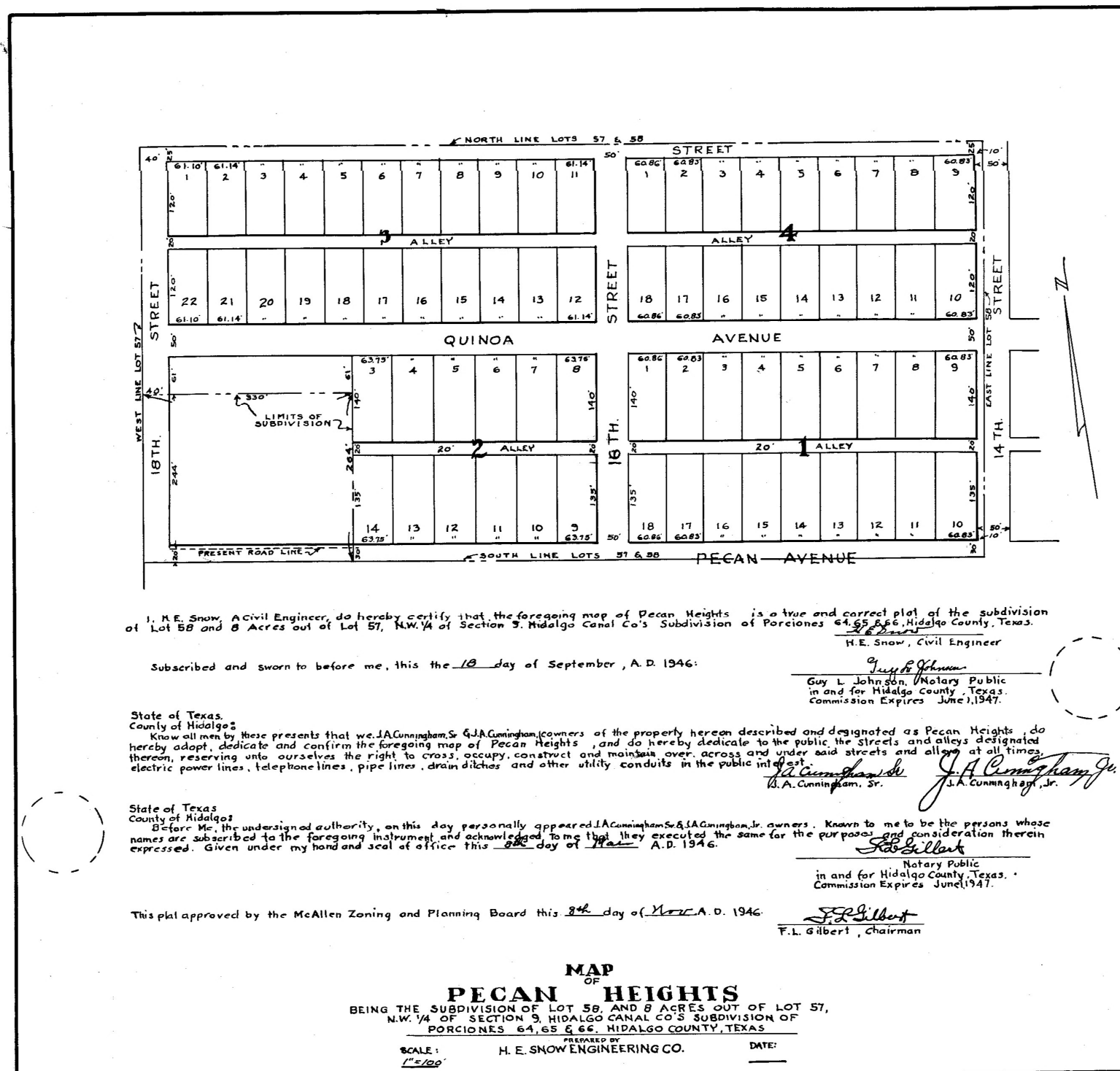
If the zoning change is approved, any future developments must also comply with parking requirements, building permit and conditional use requirements (if applicable) of the zoning district in which it is located.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of April 22, 2025, no one appeared in opposition to the rezoning request. After discussion, the Board unanimously voted to recommend approval of the rezoning request to C-1 (Local Commercial-UDC) District. There were six Board members present and voting.



Filed Dec. 3, 1946 10:00 A.M.



Filed Dec 17, 1946 1:25 P.M.

**NOTICE
REZONING
FOR
THIS PROPERTY
REZ2025-0024**



CITY OF MCALLEN PLANNING DEPT.
956-681-1250
WWW.MCALLE.NET





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.A.2.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Rezone from C-3L (Light Commercial-OC) District to R-1 (Low Density Residential-UDC) District: 0.29 acre tract of land, more or less, out of lot 287, John H. Shary Subdivision, Hidalgo County, Texas; 2900 North Taylor Road.
2. Party Making Request: Omar Sotelo
3. Applicant: Elizabeth and Rafael De La Garza
4. Nature of Request: Rezone from C-3L (Light Commercial-OC) District to R-1 (Low Density Residential-UDC) District: 0.29 acre tract of land, more or less, out of lot 287, John H. Shary Subdivision, Hidalgo County, Texas; 2900 North Taylor Road.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 5/5/2025
Omar Sotelo	Approved - 5/5/2025
Michelle Rivera	Approved - 5/5/2025
Austin Stevenson	Final Approval - 5/6/2025
8. Staff Recommendation: Staff recommends approval
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT

Planning Department

Memo

TO: Isaac J. Tawil, City Manager

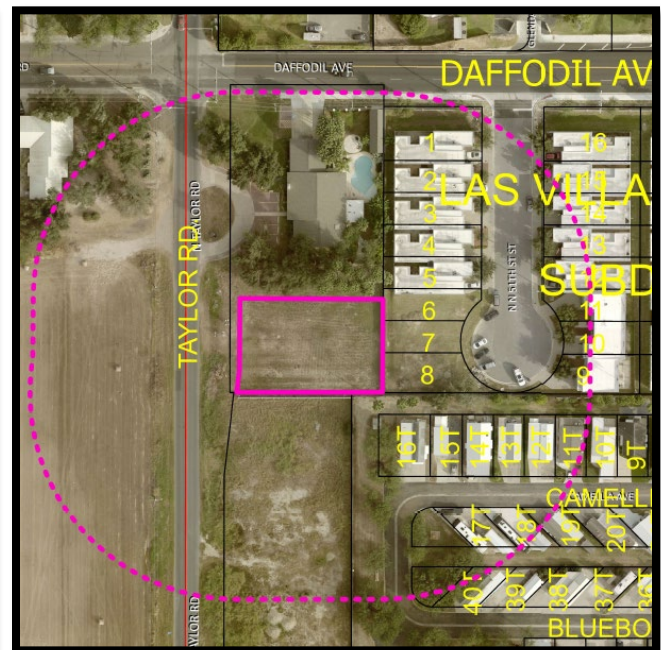
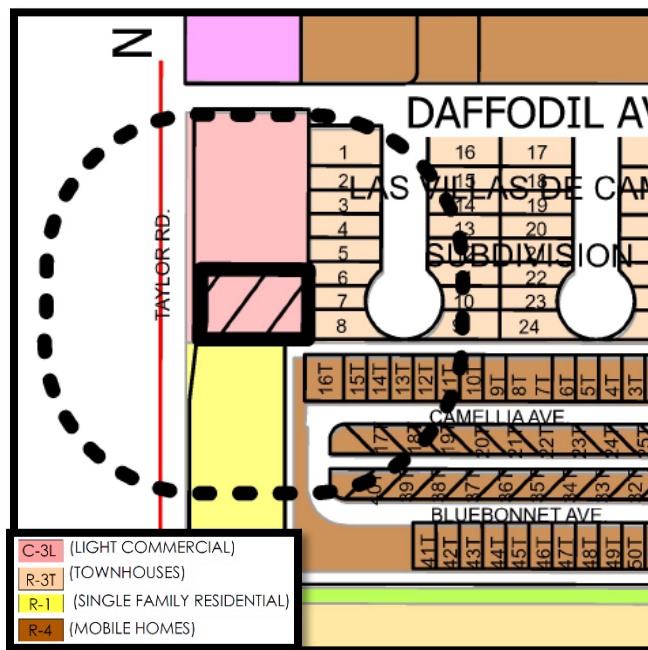
FROM: Omar Sotelo, CPM, Director of Planning

DATE: April 23, 2025

SUBJECT: REZONE FROM C-3L (LIGHT COMMERCIAL-OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL-UDC) DISTRICT: 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS; 2900 NORTH TAYLOR ROAD. (REZ2025-0022)

LOCATION: The subject property located on the east side of North Taylor Road approximately 200 feet south of Daffodil Avenue.

PROPOSAL: The applicant is requesting to rezone from C-3L (Light Commercial-OC) District to R-1 (Low Density Residential-UDC) District for a Single-Family Residential development.



ADJACENT ZONING: The adjacent zoning is C-3L(Light Commercial- OC) District to the north, R-3T (Multifamily Residential Townhouse-OC) District and R-4 District to the east and R-1 (Single Family Residential-OC) District to the south.

LAND USE: Surrounding uses are vacant land, Adobe Wells Mobile Park, townhouses, and single-family dwellings.

COMPREHENSIVE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for this property as Complete Communities, which is a land use designation primarily for a single-family residential use. Other appropriate land uses include townhouses, multifamily dwellings of no more than four units, government buildings, and compatible retail and office uses for adjacent residential properties.

DEVELOPMENT TRENDS: The development trend along this area is a mix of multifamily residential, single family residential, and office uses.

HISTORY: A rezoning request was submitted on March 6, 2025. A Subdivision is currently in process for this property under the subdivision name "Prayer Garden".

ANALYSIS: The requested rezoning conforms to the Future Land Use Plan designation as shown on the Envision McAllen Future Land Use Plan. The proposed rezoning is compatible with the rezoning and development trend for this area and is appropriate overall.

A subdivision will be required prior to building permit issuance for any future developments for this property. Any future constructions must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls in opposition to the zoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of April 22, 2025, no one appeared in opposition of the request. After discussion, the Board unanimously voted to recommend approval of the rezoning request to R-1 (Low-Density Residential) District. There were Six Board members present and voting.

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE. - MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
dsalinas@salinasengineering.com

TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78573 (512) 239-5263

P.O.C.
N.W.C.
LOT 287
JOHN H. SHARY
SUBDIVISION

S81°19'00"E
DAFFODIL AVE.
(40.00' R.O.W.)

NORTH LINE OF LOT 287

190.56'

SOUTH R.O.W. LINE

S08°41'00"W
40.00'

20.0' PRIVATE DRAINAGE EASEMENT
(INST. NO. 2542471, H.C.M.R.)

186.84'

10.0' PRIVATE DRAINAGE
SEWER EASEMENT
(INST. NO. 2542471, H.C.M.R.)

10.0' ELECTRICAL & UTILITY EASEMENT
(INST. NO. 2542471, H.C.M.R.)

ADJOINER:
OWNER: DE LA GARZA RAFAEL
& ELIZABETH
PROPERTY I.D. NO.: 281503
WARRANTY DEED: 3344699, H.C.D.R.

SCALE: 1" = 50'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
- ⊗ FIRE HYDRANT
- ⊗ WV WATER VALVE
- ⊗ G GAS METER
- ⊗ MB MAIL BOX
- ⊗ SL STREET LIGHT
- ⊗ PP POWER POLE
- ⊗ MH STORM DRAIN MANHOLE
- ⊗ G GAS MARKER (CONNECTION)
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P-E PROPERTY LINE TO EDGE OF ASPHALT
- E-E EDGE OF ASPHALT TO EDGE OF ASPHALT
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS

GENERAL PLAT NOTES:

- Bearing Basis: Recorded plat of SURVEY BY ALFONSO QUINTANILLA, RPLS, DATED 04/05/22, Hidalgo County, Texas.
- This survey was prepared without the benefit of a title policy. The research of any easements is not within the scope of this boundary/improvement survey. Any easement shown herein were taken directly from the plat of record. This survey is for the exclusive use of the client named herein and may not be copied or transferred to another party without the express written consent of the surveyor.
- There are no discrepancies, conflicts, excesses or shortages in area, encroachments or any overlapping improvements, visible or apparent easements except as shown or noted hereon.
- The surveyor has made no attempt to locate or define wellands, hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown herein; Nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
- The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon; Nor does this survey make any representations of being an archeological or historical survey of the tract of land shown hereon.
- The surveyor has made no attempt to locate abandoned, or plugged oil and gas wells, or any other wells on the tract of land shown hereon; Nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency; Nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.
- This is a standard survey and does not include a subsurface utility or topographic investigation.
- If this survey does not bear an original seal and signature it is **INVALID** as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

METES AND BOUNDS DESCRIPTION

BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 17, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.29 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 287 LOCATED AT THE INTERSECTION OF DAFFODIL AVE. AND N. TAYLOR ROAD; THENCE, AS FOLLOWS

SOUTH 81 DEGREES 19 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 287, A DISTANCE OF 190.56 FEET AND THENCE, SOUTH 08 DEGREES 41 MINUTES WEST, A DISTANCE OF 186.84 FEET TO A 1/2 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 41 MINUTES WEST, A DISTANCE OF 90.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 42 MINUTES 38 SECONDS WEST, A DISTANCE OF 141.04 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 15 DEGREES 21 MINUTES 34 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 21.67 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR AN INSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 08 DEGREES 41 MINUTES 37 SECONDS EAST, CONTINUING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 68.32 FEET TO A 1/2 INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 81 DEGREES 19 MINUTES EAST, A DISTANCE OF XXX FEET 139.75 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SURVEY BY ALFONSO QUINTANILLA, RPLS, DATED 04/05/22
N:\SUBDIVISION\PLATS\PRAYERGARDENS SUB\0.29 022625

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at 2916 N. TAYLOR ROAD in MCALLEN, Texas, described as follows: BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF

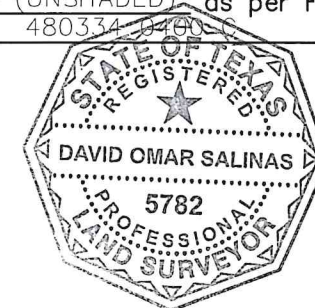
(SEE METES AND BOUNDS DESCRIPTION)

Lot 287, Block -, of JOHN H. SHARY SUBDIVISION, HIDALGO CO.

Texas, according to the plat recorded in Volume 01, Page 17, of the MAP Records of Hidalgo County, Texas. I further certify that this property lies in Zone "C (UNSHADED)" as per FIRM (Flood Insurance Rate Map) dated NOV. 16, 1982 Community Panel No. 480334-0260.

H.C.
DRN. BY
03/05/25
DATE

SP-25-26283
JOB NO.



REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

• NOTICE •
REZONING
FOR
THIS PROPERTY
REZ2025-0022



CITY OF MCALLEN PLANNING DEPT.
956-681-1200
WWW.MCALLENNET





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.A.3.

DATE SUBMITTED

05/02/2025

MEETING DATE

5/12/2025

1. Agenda Item: Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 1-13, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 29th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 14-26, Rancho Subdivision, Hidalgo County, Texas; 5610 - 5200 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 27-39, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 40-52, Rancho Subdivision, Hidalgo County, Texas; 2700 Sarah Avenue / 5200 - 5600 South 27th Street.

2. Party Making Request: Omar Sotelo

3. Applicant: City of McAllen

4. Nature of Request: Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 1-13, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 29th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 14-26, Rancho Subdivision, Hidalgo County, Texas; 5610 - 5200 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 27-39, Rancho Subdivision, Hidalgo County, Texas; 5201 - 5611 South 28th Street.

Rezone from R-1 (Single-Family Residential - OC) District to R-1 (Low Density Residential - UDC) District: Lots 40-52, Rancho Subdivision, Hidalgo County, Texas; 2700 Sarah Avenue / 5200 - 5600 South 27th Street

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

7. Routing:
Jessica Cavazos

Created/Initiated - 5/2/2025

Omar Sotelo
Michelle Rivera
Austin Stevenson

Approved - 5/5/2025
Approved - 5/6/2025
Final Approval - 5/6/2025

8. Staff Recommendation: Staff Recommends Approval

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: April 23, 2025

SUBJECT: REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL - UDC) DISTRICT: LOTS 1-13, RANCHO SUBDIVISION, HIDALGO COUNTY, TEXAS; 5201 - 5611 SOUTH 29TH STREET. (REZ2025-0027)

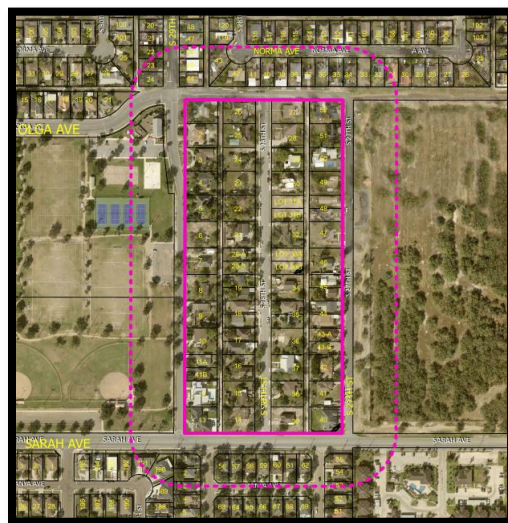
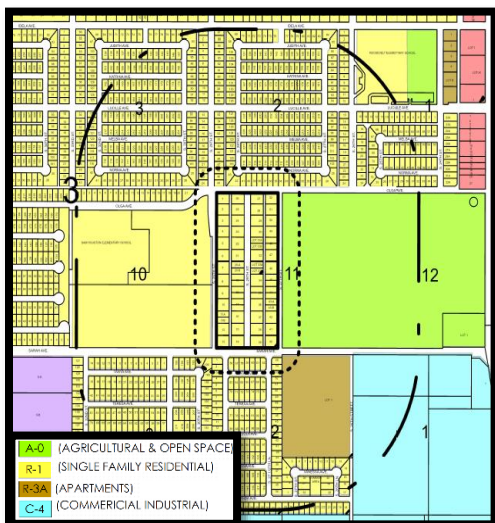
REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL - UDC) DISTRICT: LOTS 14-26, RANCHO SUBDIVISION, HIDALGO COUNTY, TEXAS; 5610 - 5200 SOUTH 28TH STREET. (REZ2025-0027)

REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL - UDC) DISTRICT: LOTS 27-39, RANCHO SUBDIVISION, HIDALGO COUNTY, TEXAS; 5201 - 5611 SOUTH 28TH STREET. (REZ2025-0027)

REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL - OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL - UDC) DISTRICT: LOTS 40-52, RANCHO SUBDIVISION, HIDALGO COUNTY, TEXAS; 2700 SARAH AVENUE / 5200 - 5600 SOUTH 27TH STREET. (REZ2025-0027)

LOCATION: The subject properties are located along the north side of Sarah Avenue between South 29th street and South 27th Street, and south of Olga Avenue. The properties contain single family dwellings and are zoned R-1 (Single Family Residential - OC) District.

PROPOSAL: The City of McAllen is requesting to rezone the property to R-1 (Low Density Residential - UDC) District as part of the citywide initiated rezoning pertaining to the adoption of the new Unified Development Code (UDC).



ADJACENT ZONING: The adjacent properties to the north, south, and west are zoned R-1 (Single Family Residential - OC) District. The property to the east across South 27th Street is zoned A-O (Agricultural and Open Space – OC) District.

LAND USE: Surrounding uses include Los Encinos Park, South Side Park, El Patrimonio Apartments, Sam Houston Elementary School, Police Community Network Center, and single family residential dwellings.

FUTURE LAND USE PLAN: The Envision McAllen Future Land Use Plan designates the future land use for these properties as Complete Communities. Single family homes make up the majority of the land use category.

DEVELOPMENT TRENDS: The development trend along Olga Avenue, South 27th and 29th Streets and Sarah Avenue is single family residential.

ANALYSIS: The requested zoning conforms to the future land use designation as shown on the Envision McAllen Future Land Use Plan. The proposed R-1 (Low Density Residential) District is an equivalent zoning district to the current R-1 District zoning designation.

Any future construction must comply with all development and conditional use permit requirements where applicable under the UDC.

Staff has not received any phone calls, letters, or emails in opposition to the rezoning request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of April 22, 2025, no one appeared in opposition to the rezoning request. One person in attendance on behalf of her parent, wanted confirmation that their property will not be impacted by the rezoning. Board chair Michael Fallek stated there would be no real changes. Following discussion, the Board unanimously voted to recommend approval of the rezoning request. There were six Board members present and voting.

SOURCE OF RECORD

I, JAMES E. HENRICH, JR., OWNER OF THE SHARPSBURG NEWS EXAMINER,
DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE
ORIGINAL AS SUBMITTED TO THE FBI BY THE EDITOR AND PUBLISHER OF SAID
NEWSPAPER.

JAMES E. HENRICH, JR.
Owner

John M. Rouse

SCALE OF TITLES

RECEIVED AND FILED IN ROOM 12, THE UNITED STATES ATTORNEY,
IN NEW YORK CITY MAY 13 1941.

STATE OF TEXAS
COUNTY OF HENDERS

I, LEO J. DE LOAN, A CIVIL ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT PLAT OF SAID SUBDIVISION AS PROVIDED BY ME FROM SURVEY MADE BY ME UPON THE GROUND.

LEO J. DE LOAN, CIVIL ENGINEER, REG. NO. 1292

STATE OF TEXAS
COUNTY OF DALLAS

RECEIVED AND SENT TO BUREAU BY THE COMMISSIONER, DEPARTMENT OF JUSTICE, MAY 12, 1934.

Harry E. Madge
 Harry Madge is not for MRS. Madge, wife.

THIS WAS APPROVED BY THE HOLLAND MIXING AND PACKING BOARD ON
THE 14th DAY OF JUNE 1966.

by D. E. Cook Jr.
Mayor

THIS PLAN APPROVED BY THE CITY COMMISSIONER OF THE CITY OF BOSTON, TENANT
 OF THE U.S. Nat. Bank 1941.

SECRET 
Secretary

APPROVED BY THE CITY ENGINEER AND W.M. MAY 22 1901

APPROVED FOR RECORDING
COMMISSIONERS' COURT
THIS 15TH DAY OF AUGUST 1961
BY: *Admission Clerk*
Admission Clerk

APPROVED
BY THE BOARD OF DIRECTORS
DATE: 10/1/80
BY: [Signature]

1977-1980, 1982-1983
at P. H. H. H. H. H. H.

443 2002

WILLIAM J. BARRY

MAP OF

EXHIBIT DIVISION

THIS A SUBSTANTIATION OF THE FACT ONE HALF OF JAN 11, 1936
OF THE NEW MEXICO PLANTATION CO., OWNERSHIP OF LAND IN
MICHIGAN CO AND IN JAN 11, 1936, TEXAS
JAN 11 - 1936 JAN 11, 1936



RECEIVED
MAR 21 2025
By NS

**NOTICE
REZONING
FOR
THIS PROPERTY
REZ2025-0027**

CITY OF MCALLEN PLANNING DEPT.
956-681-1250
WWW.MCALLEN.NET





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.B.1.

DATE SUBMITTED

05/02/2025

MEETING DATE

5/12/2025

1. Agenda Item: Request of Rosa E. Estrada, appealing the Planning and Zoning Commission's decision on March 04, 2025, disapproving a Conditional Use Permit, for one year, for a Home Occupation-(Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue.
2. Party Making Request: Omar Sotelo
3. Applicant: Rose E. Estrada
4. Nature of Request: Request of Rosa E. Estrada, appealing the Planning and Zoning Commission's decision on March 04, 2025, disapproving a Conditional Use Permit, for one year, for a Home Occupation-(Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 5/2/2025
Omar Sotelo	Approved - 5/5/2025
Michelle Rivera	Approved - 5/5/2025
Austin Stevenson	Final Approval - 5/6/2025
8. Staff Recommendation: Staff recommends disapproval
9. Advisory Board:
10. City Attorney: Approve Staff/P&Z Recommendation. -AWS
11. Manager's Recommendation: Approve Staff Recommendation. IJT

Memo

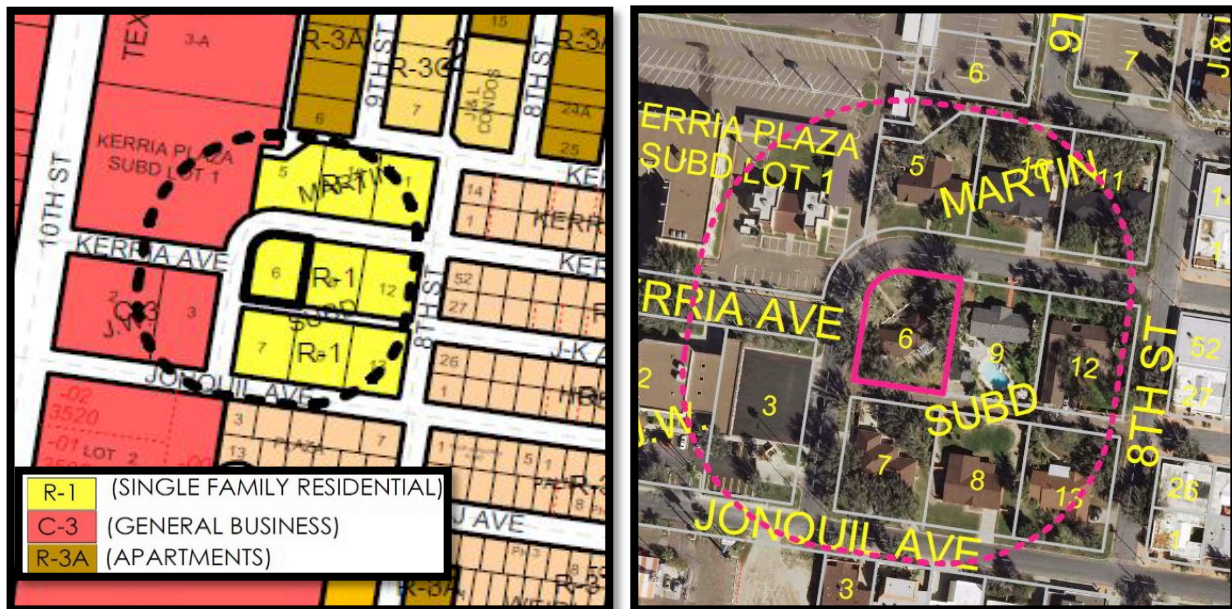
TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Director of Planning

DATE: April 15, 2025

SUBJECT: Request of Rosa E. Estrada, appealing the Planning and Zoning Commission's decision on March 04, 2025, disapproving a Conditional Use Permit, for one year, for a Home Occupation-(Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue. (CUP2025-0010)

BRIEF DESCRIPTION: The property is located on the Southeast corner of Kerria Avenue and North 9th Street and is zoned R-1 (single family residential) District. The adjacent zoning is R-1 District to the North, South, East & C-3 (general business) districts to the west. Surrounding land uses include single-family residences, townhouse, IBC bank and offices. A home occupation is permitted in an R-1 District with a conditional use permit.



HISTORY: The previous Conditional Use Permit for this property was approved in November 13, 2023. The applicant applied on September 14, 2023, for a previous CUP2023-0128 for the same proposal which expired on October 17, 2024.

REQUEST/ANALYSIS: The applicant proposes to continue to operate an office for cleaning services from the existing residence. The hours of operation are from 8:00 AM to 10:00 AM. Mondays only. The office will be used for placing orders and payroll. The applicant stated that the employees will not report to the office. Paychecks are done through direct deposit, meetings with

employees will be conducted at another location.

The Fire Department has inspected the location and has allowed to continue the CUP process. Should the conditional use permit be approved, the applicant would require to sign the certificate acknowledging and agreeing to the conditions of the permit. The establishment must also comply with requirements set forth in Section 138-118 (1) of the Zoning Ordinance and other specific requirements as follows:

- a)The home occupation shall be clearly secondary to the residential use. The applicant lives in a residence.
- b)One nameplate attached to the building not larger than two square feet is permitted in all districts except R-1 single-family residential district. No signs are proposed.
- c)No exterior display or alterations indication that the building is being used for any purpose other than residential shall be permitted.
- d)No more than one additional unrelated employee other than immediate family members residing on the premises shall be permitted.
- e)No outside storage of materials or products shall be permitted. The applicant proposed no storage of chemicals or equipment's will be at the residence.
- f)Traffic generated by the proposed use shall not exceed 10 % of the average load per hour per street.
- g)No retail sales shall be permitted. (Items may be delivered)
- h)No additions to the residence or accessory building specifically to accommodate the use shall be permitted.
- i)The propose use shall take place in the primary residential structure rather than a detached garage or accessory building.
- j)The proposed use shall take place at the location specified on the permit.
- k)Staff has not received phone calls in opposition to this cup request.

PLANNING AND ZONING COMMISSION RECOMMENDATION: At the Planning and Zoning Commission meeting of March 4, 2025 citizens Joyce Zeldis and Alma Famonte appeared in opposition to the Conditional Use Permit (CUP) request. The opposition presented concerns regarding traffic and parking generated by the home occupation in front their property along the curb, impacting visibility. Following discussion, the Board voted unanimously to recommend disapproval. There were four Board members present and voting.

270

FEB 04 2025

RECEIVED
SEP 14 2023
By AK

RECEIVED
MAY 13 2020
BY: [Signature]

50' KERRIA AVE.
North 29

29

63.0

69:12

Home office

MIN. BUILDING SET-BACK LINE

22°

↓

100

135.0

50th 9TH STREET

[illegible]

①

107.0'
20'. ALLEY

South Side

MAP

LOT 6

J.W. MARTIN, SUB'D,
CITY OF McALLEN,
HIDALGO COUNTY, TEXAS

PREPARED BY

FABIAN & NELSON, INC.

McALLEN, TEXAS

C. L. FABIAN - P. C. MEDINA
Registered Public Surveyors

STATE OF TEXAS
PRINIO C. MEDII

9/14/23



NOTICE
HOME
OCCUPATION
THIS PROPERTY
CUP2025-0010

ORDINANCE NO. 2025 – ____

**AN AMENDMENT TO THE CITY OF MCALLEN ZONING
ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT,
REQUIRING COMPLIANCE WITH LISTED CONDITIONS
AND ORDAINING OTHER PROVISIONS RELATING TO
THE SUBJECT MATTER THEREOF.**

WHEREAS, on April 28, 2025, the City of McAllen Board of Commissioners considered an application for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Home Occupation-(Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue; and

WHEREAS, after reviewing the application, the recommendation of the Planning and Zoning Commission, public comment, if any, and staff's presentation, the Board of Commissioners finds the proposed use does not interfere with compatible and orderly development within the City;

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

SECTION I: A Conditional Use Permit is hereby granted for adoption of an ordinance, for one year, for a Home Occupation (Office) at Lot 6, J.W. Martin Subdivision, Hidalgo County, Texas; 817 Kerria Avenue. The Conditional Use Permit shall expire one year from the date this ordinance is signed, or if for the life of the use, when the use ceases.

SECTION II: The Conditional Use Permit issued pursuant to this ordinance shall only remain in effect and retain validity while all conditions listed on the permit as authorized by the City Commission at a meeting held on April 28, 2025 or contained in the McAllen Code of Ordinances are met, including but not limited to the following: 1) The home occupation shall be clearly to the residential use; 2) One nameplate attached to the building not larger than two square feet is permitted in all districts except R-1 single family residential district;

3) There shall be no exterior display or alterations indicating that the building is being used for any purpose other than that of a dwelling; 4) There shall be no more than one additional unrelated employee other than immediate members of the family residing on the premises; 5) There shall be no outside storage of materials or products; 6) The permitted use shall not create frequent or heavy traffic, not greater than ten percent of the average load per hour as determined by the traffic safety engineer of the city; 7) No retail sales (items can be delivered); 8) No additions to the residence or accessory buildings specifically to accommodate the business; 9) The business must take place in the primary residential structure on the property rather than in a detached garage or separate accessory building; 10) The activity must take place at the location for which the permit was issued. Should the conditions of the permit be violated, the City retains the complete and sole authority to suspend or revoke the permit.

SECTION III: The City Secretary of the City of McAllen is hereby directed **not** to publish this ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

SECTION IV: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect and to that extent this ordinance is considered severable.

CONSIDERED, PASSED and APPROVED this 28th day of April of 2025, at a Regular Meeting of the Board of Commissioners at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this _____ day of April 2025.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

3.C.

DATE SUBMITTED

05/09/2025

MEETING DATE

5/12/2025

1. Agenda Item: Amending the Zoning Ordinance of the City of McAllen.

2. Party Making Request: Omar Sotelo

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Jose Trujillo

Created/Initiated - 5/9/2025

Luis Mora

Approved - 5/9/2025

Michelle Rivera

Approved - 5/9/2025

Austin Stevenson

New -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF MCALLEN, TEXAS, BY BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 287, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE REZONED FROM C-3L (LIGHT COMMERCIAL-OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL-UDC) DISTRICT; LOT 14, BLOCK 2, PECAN HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE REZONED FROM C-1 (OFFICE BUILDING-OC) DISTRICT TO C-1 (LOCAL COMMERCIAL-UDC) DISTRICT; LOT 2A AND 3A OF LOTS 2A AND 3A, DOVE COMMERCIAL PARK, HIDALGO COUNTY, TEXAS, SHALL BE REZONED FROM C-3 (GENERAL BUSINESS-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT; LOTS 1 THROUGH 52, RANCHO SUBDIVISION, HIDALGO COUNTY, TEXAS, SHALL BE REZONED FROM R-1 (SINGLE FAMILY RESIDENTIAL-OC) DISTRICT TO R-1 (LOW DENSITY RESIDENTIAL-UDC) DISTRICT; AMENDING THE ZONING MAP TO CONFORM TO THESE CHANGES.

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

SECTION I: The following tract of land which is located within the city limits of the City of McAllen, Texas to
C-3L (light commercial-OC) District to R-1 (low density residential- UDC) District:

BEING A 0.29 ACRE TRACT OF LAND, MORE OR LESS,
OUT OF LOT 287, JOHN H. SHARY SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT
THEREOF RECORDED IN VOLUME 01, PAGE 17, MAP
RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.29
ACRE TRACT OF LAND IS MORE PARTICULARLY
DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF
SAID LOT 287 LOCATED AT THE INTERSECTION OF
DAFFODIL AVENUE. AND N. TAULOT ROAD; THENCE,
AS FOLLOWS

SOUTH 81 DEGREES 19 MINUTES 00 SECONDS EAST,
COINCIDENT WITH THE NORTH LINE OF SAID LOT 287,
A DISTANCE OF 190.56 FEET, AND, THENCE, SOUTH
08 DEGREES 41 MINUTES 00 SECONDS WEST, A
DISTANCE 40.0 FEET PASSING THE SOUTH RIGHT-OF-
WAY LINE OF SAID DAFFODIL AVENUE., AT A
DISTANCE OFF 226.84 FEET IN ALL TO A ½ INCH
DIAMETER IRON ROD WITH YELLOW CAP MARKED
"SEA 5782" SET FOR THE NORTHEAST CORNER AND

POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, SOUTH 08 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
2. THENCE, NORTH 81 DEGREES 42 MINUTES 38 SECONDS WEST, A DISTANCE OF 141.04 to a ½ inch DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
3. THENCE, NORTH 15 DEGREES 21 MINUTES 34 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 21.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;
4. THENCE, NORTH 08 DEGREES 4 MINUTES 37 SECONDS EAST, CONTINUING WITH THE EAST RIGHT-OF-WAY LINE OF SAID N. TAYLOR ROAD, A DISTANCE OF 69.45 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
5. THENCE, SOUTH 81 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 138.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES OF LAND, MORE OR LESS.

SECTION II The following tract of land which is located within the city limits of the City of McAllen, Texas to

C-1 (office building-OC) District to C-1 (local commercial-UDC) District:

Lot 14, Block 2, Pecan Heights Subdivision, as recorded in Volume 8, Page 50, Map Records of Hidalgo County, Texas.

SECTION III The following tract of land which is located within the city limits of the City of McAllen, Texas to

C-3 (general business-OC) District to C-2 (regional commercial-UDC) District:

Lot 2A and 3A of Lots 2A and 3A Dove Commercial Park Subdivision, as recorded in Volume 41, Page 27, Map Records of Hidalgo County, Texas.

SECTION IV The following tract of land which is located within the city limits of the City of McAllen, Texas to R-1 (single family residential-OC) District to R-1 (low density residential- UDC) District:

Lots 1 through 52, Rancho Subdivision, as recorded in Volume 13, Page 58, Map Records of Hidalgo County, Texas.

SECTION V: This Ordinance shall become effective immediately upon its passage and publication in accordance with the law.

SECTION VI: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners and the caption of this Ordinance shall be published according to Section 2-56 of the Code of Ordinances of the City of McAllen.

SECTION VII: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION VIII: This ordinance shall not be published in the Code of Ordinances of the City of McAllen, Texas, as it is not amendatory thereof, however, it shall be cited in the appropriate appendix of the Code of Ordinances.

CONSIDERED, PASSED and APPROVED this 12TH day of May 2025, at a regular meeting of the Board of Commissioners of the City of McAllen at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED this ____ day of May 2025.

CITY OF MCALLEN

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.A.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Approval of Minutes for Workshop and Regular Meeting held April 28, 2025.

2. Party Making Request: Perla Lara

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Jose Trujillo

Perla Lara

Austin Stevenson

Created/Initiated - 5/6/2025

New -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN**

The McAllen Board of Commissioners convened in a Workshop on **Monday, April 28, 2025**, at 4:00 pm, at McAllen City Hall Third Floor (3rd) Commission Chambers.

Mayor Javier Villalobos, Mayor Pro Tem Omar Quintanilla, Commissioners Antonio "Tony" Aguirre, Jr., Joaquin Zamora, Rodolfo "Rudy" Castillo, Victor "Seby" Haddad and Jose R. "Pepe" Cabeza de Vaca were present

Also, present City Manager Isaac Tawil, City Attorney Austin Stevenson, Assistant City Manager Michelle Rivera, Assistant City Manager Jeff Johnston, Assistant City Manager Juan Olaguibel, City Secretary Perla Lara.

CALL TO ORDER

Commissioner Victor "Seby" Haddad called the meeting to order at 4:00 pm.

1. PRESENT QUESTIONS TO STAFF RELATING TO THE APRIL 28th REGULAR MEETING AGENDA, TO BE DISCUSSED AT SUCH A MEETING.

There were no questions relating to the regular meeting agenda.

2. STREETLIGHTS BY DISTRICT PROJECT UPDATE.

Staff provided an update on the streetlights by district project, which involved additional streetlights in older neighborhoods to meet current City standards for lighting. The last progress update was given in May 2024. The project's goal is to enhance lighting in existing neighborhoods and arterial roadways to align with current city standards.

Discussion ensued. Comments and concerns were raised. Staff answered questions.

Mayor Javier Villalobos thanked staff for their presentation.

3. PUBLIC ART PRESENTATION.

Staff provided an update on Keep McAllen Beautiful's public art projects, including their latest initiative: a mural at the downtown parking garage. Staff informed the council that Keep McAllen Beautiful has received proposals and artistic renderings from a long-time collaborating artist for the installation of a mural on the downtown parking garage. The selected design highlights the natural beauty of our city and celebrates McAllen's renowned world birding experience.

Discussion ensued. Comments and concerns were raised. Staff answered questions.

Mayor Javier Villalobos thanked staff for their presentation.

4. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING

REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT)

- A) CONSULTATION WITH CITY ATTORNEY REGARDING LEGAL ASPECTS OF CONTRACTUAL AGREEMENT. TEX. GOV'T. CODE §551.071.**
- B) CONSULTATION WITH CITY ATTORNEY REGARDING PENDING LITIGATION CAUSE NO. C-4898-23-L. TEX. GOV'T. CODE §551.071.**

PUBLIC COMMENT: No public comment.

ADJOURN

Without objection, the meeting adjourned at 5:00 p.m.

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF MCALLEN**

The McAllen Board of Commissioners convened in a Regular Meeting on Monday, **April 28, 2025, at 5:00 PM**, at McAllen City Hall Third Floor (3rd) Commission Chambers, with the following present:

Mayor Javier Villalobos, Mayor Pro Tem Omar Quintanilla, Commissioner Antonio "Tony" Aguirre, Jr., Commissioner Joaquin Zamora, Commissioner Rodolfo "Rudy" Castillo, Commissioner Victor "Seby" Haddad and Commissioner Jose R. "Pepe" Cabeza de Vaca

Staff: City Manager Isaac Tawil, City Attorney Austin Stevenson, Assistant City Manager Michelle Rivera, Assistant City Manager Jeff Johnston, Assistant City Manager Juan Olaguibel, City Secretary Perla Lara, City Engineer Eduardo Mendoza, Planning Director Omar Sotelo, Finance Director Sonia Resendez

CALL TO ORDER

Mayor Javier Villalobos called the meeting to order.

PROCLAMATIONS

AUSOMELY AUTHENTIC DAY

Commissioner Jose R. "Pepe" Cabeza de Vaca presented a proclamation for AU**somely** AU**thentic** Day.

MISS ROSE MENDEZ DAY

Mayor Pro Tem Omar Quintanilla presented a proclamation for Miss Rose Mendez Day.

UNITED WAY OF SOUTH TEXAS 44TH ANNIVERSARY

Commissioner Antonio "Tony" Aguirre, Jr. presented a proclamation for the United Way of South Texas 44th Anniversary.

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 5:00pm)

1. PUBLIC HEARING

Mayor Javier Villalobos called the Public Hearing to order.

- A) ROUTINE ITEMS: (ALL REZONINGS AND CONDITIONAL USE PERMITS LISTED UNDER THIS SECTION COME WITH A FAVORABLE RECOMMENDATION FROM THE PLANNING & ZONING COMMISSION AND WILL BE ENACTED BY ONE MOTION. HOWEVER, IF THERE IS OPPOSITION AT THE MEETING OR A DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE**

**REMOVED FROM THE ROUTINE ITEMS SECTION OF THE AGENDA AND
WILL BE CONSIDERED SEPARATELY.)**

Mayor Javier Villalobos asked if there was anyone to speak in opposition to the items under this section of the agenda.

Commissioner Jose R. "Pepe" Cabeza de Vaca moved to approve the items listed on the Routine Items section of the agenda and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

1. REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL-OC) DISTRICT TO R-2 (MEDIUM-DENSITY RESIDENTIAL-UDC) DISTRICT: A 1.81 ACRE TRACT OF LAND OUT OF LOT 207, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS; 313 SOUTH TAYLOR ROAD.

Approved the R-2 Zoning at 313 South Taylor Road, as per Planning and Zoning Commission.

2. REZONE FROM R-1 (SINGLE-FAMILY RESIDENTIAL-OC) DISTRICT TO C-2 (REGIONAL COMMERCIAL-UDC) DISTRICT: A 1.31 ACRE TRACT OF LAND OUT OF THE WEST 332.0 FEET OUT OF A 1.71 ACRE TRACT OUT OF LOT ONE (1), BLOCK FOUR (4), A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS; 4617 NORTH JACKSON ROAD.

Approved the C-2 Zoning at 4617 North Jackson Road, as per Planning and Zoning Commission.

3. REZONE FROM A-O (AGRICULTURAL AND OPEN SPACE- OC) DISTRICT TO R3 (HIGH DENSITY RESIDENTIAL-UDC) DISTRICT: 5.32 ACRE TRACT OF LAND OUT OF LOT 1, FIRST UNITED METHODIST CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS; 4200 NORTH MCCOLL ROAD (REAR).

Approved the R-3 Zoning at 4200 North McColl Road (rear), as per Planning and Zoning Commission.

4. REQUEST OF JULIO RUZ/RUZCA ON BEHALF OF MONICA CALDERON, FOR A CONDITIONAL USE PERMIT, FOR LIFE OF USE, AND ADOPTION OF AN ORDINANCE, FOR A GUEST HOUSE, AT LOT 4, ORANGEWOOD EAST SUBDIVISION, HIDALGO COUNTY, TEXAS; 700 EAST SUNDOWN DRIVE.

Approved a Conditional Use Permit and adopted an ordinance, for life of use, for a guest house at 700 East Sundown Drive, as per Planning and Zoning Commission.

The establishment must comply with the requirements set forth in Section 138-118(a)(5) of the Zoning Ordinance (Old Code) and specific requirements are as follows:

- 1) Only one guest house shall be permitted on the property.
- 2) The proposed use shall comply with setback requirements. The proposed structure's setbacks comply.
- 3) The proposed use shall be connected to the same utilities as the primary residence.
- 4) Lot size must be a minimum 8,000 square feet. According to the Hidalgo County Appraisal District, the lot size where the guest house will be built is 37,353 square feet.

- 5) Separate driveways or garages for the proposed use shall not be permitted. The applicant is not proposing an independent driveway for the proposed guesthouse.
- 6) The proposed use shall not be rented.
- 7) The permit shall be revoked if money is ever paid for rent or utility expenses are shared with the proposed use.

5. REQUEST OF DAVID M. ROSSOW, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND ADOPTION OF AN ORDINANCE, FOR A SMOKE AND VAPE SHOP, AT LOTS 5 & 6, BLOCK 1, TRENTON COMMERCIAL PARK SUBDIVISION, HIDALGO COUNTY, TEXAS; 2200 TRENTON ROAD, SUITE 2A.

Approved a Conditional Use Permit and adopted an ordinance, for one year, for a Smoke and Vape Shop at 2200 Trenton Road, Suite 2A, as per Planning and Zoning Commission.

The establishment must comply with the requirements set forth in Section 138-118(a)(4) of the Zoning Ordinance and specific requirements are as follows:

- 1) The property line of the lot of any of the above-mentioned business must be at least 400 ft. from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 400 feet of a residential zone.
- 2) The abovementioned business must be as close as possible to a major arterial, and shall not allow the traffic generated by such business onto residential streets, or allow such traffic to exit into and disrupt residential areas. The subject property has frontage along Trenton Road.
- 3) The abovementioned business must provide parking in accordance with the city off-street parking ordinance as a minimum, and make provisions to prevent use of adjacent streets for parking, especially those in adjacent residential areas, by providing additional onsite parking.
- 4) The abovementioned business must do everything possible to prevent the unauthorized parking by the patrons of such business on adjacent businesses or residential properties including, when necessary, the installation of fences and hedges, and the reorientation of entrances;
- 5) The abovementioned business should do everything possible and be designed to discourage criminal activities and vandalism, both on the site and on adjacent properties. Included would be provision of sufficient lighting and perimeter fencing, elimination of dark areas, and the orientation of the building such that it provides maximum visibility as much as possible of the site from a public street.
- 6) The abovementioned business must make provisions to keep litter to a minimum, and to keep it from blowing onto adjacent streets and property.
- 7) The abovementioned business shall restrict the number of people within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having considered the recommendations of the Fire Marshal, Building Official and Director of Planning. The occupancy load for this establishment will be established by the Building and Inspections Department as part of the building permit review process.

B) REZONING:

1. REZONE FROM R-1 (SINGLE FAMILY RESIDENTIAL-OC) DISTRICT TO R-2 (MEDIUM-DENSITY RESIDENTIAL-UDC) DISTRICT: A 2.4 ACRE (GROSS), TRACT OF LAND OUT OF LOT 75, LA LOMITA IRRIGATION AND

**CONSTRUCTION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS;
3100 LARK AVENUE.**

Mayor Javier Villalobos inquired if there was anyone opposed to the 1B1 rezoning. Mr. Jorge Antonio Forina and Mr. Mario Quintanilla spoke in opposition to the rezoning. The project engineer spoke in favor of the rezoning.

Staff recommended approval of the R-2 zoning at 3100 Lark Avenue, as per Planning and Zoning Commission.

Discussion ensued. Comments and concerns were raised by Council. After due consideration, Commissioner Victor "Seby" Haddad moved to disapprove the R-2 zoning as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

C) CONDITIONAL USE PERMITS:

1. REQUEST OF JEFF A. LOWDER ON BEHALF OF MCALLEN COUNTRY CLUB INC., FOR AN AMENDMENT TO THE CONDITIONAL USE PERMIT, FOR LIFE OF THE USE, AND ADOPTION OF AN ORDINANCE, FOR AN INSTITUTIONAL USE AT EAST 400 - WEST 499.1 FEET – NORTH 300 FEET OF LOT 1, BLOCK 6 EXCEPT SOUTH 85.77 FEET 2.57 ACRES NET, HIDALGO CANAL CO-MC SUBDIVISION, HIDALGO COUNTY, TEXAS; 501 WICHITA AVENUE.

Staff recommended approval of a Conditional Use Permit and adoption of an ordinance, for life of the use, for an Institutional Use at 501 Wichita Avenue, as per Planning and Zoning Commission.

The establishment must comply with the requirements set forth in Section 138-118 (OC) of the Zoning Ordinance and specific requirements are as follows:

1. The proposed use shall not generate traffic onto residential size streets or disrupt residential areas, and shall be as close as possible to a major arterial. There is access to Wichita Avenue.
2. The proposed use shall comply with the McAllen Off-Street Parking and Loading Ordinance and make provisions to prevent the use of street parking, especially in residential areas. There is existing parking area provided on the property.
3. The proposed use shall prevent the unauthorized parking of its patrons on adjacent businesses or residences by providing fences, hedges or reorientation of entrances and exits.
4. The proposed use shall provide sufficient lighting to eliminate dark areas, perimeter fencing, and an orientation of the building to provide maximum visibility from a public street in order to discourage vandalism and criminal activities.
5. Provisions should be made to prevent litter from blowing onto adjacent streets and residential areas.
6. The number of persons within the buildings shall be restricted to those allowed by the Fire Marshal and Building Official at the time of permit issuance.

Commissioner Jose R. "Pepe" Cabeza de Vaca moved to approve the Conditional Use Permit as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

2. REQUEST OF CLAUDIA M. MARQUINA ON BEHALF OF GOLDEN WOLF LEGACY, LLC, FOR A CONDITIONAL USE PERMIT, FOR ONE YEAR, AND

**THE ADOPTION OF AN ORDINANCE, FOR A VAPE SHOP/LIQUOR STORE,
AT LOT 2, LA VISTA COMMERCE SUBDIVISION, HIDALGO COUNTY, TEXAS;
2301 NORTH 23rd STREET SUITE 90.**

Staff recommended disapprove of a Conditional Use Permit and adoption of an ordinance, for one year, for a Vape Shop/Liquor Shop at 2301 North 23rd Street, Suite 90, as per Planning and Zoning Commission.

The establishment must comply with the requirements set forth in Section 138-118(a)(4) of the Zoning Ordinance and specific requirements are as follows:

- 1) The property line of the Lot of the above mentioned business must be at least 400 feet from the nearest residence or residentially zoned property, church, school, or publicly owned property, and must be designed to prevent disruption of the character of adjacent residential areas, and must not be heard from the residential area after 10:00 p.m. The proposed establishment is within 400 ft. of a residential zone use to the west and McAllen ISD to the east of the subject property.
- 2) The business must be as close as possible to a major arterial and shall not generate traffic onto residential sized streets. The property has access to North 23rd Street.
- 3) The business must provide parking in accordance with the McAllen Off-Street Parking Ordinance as a minimum and make provisions to prevent the use of adjacent streets for parking. The 972 sq. ft. vape shop/liquor store would require 3 parking spaces; there are 35 common parking spaces provided on site.
- 4) The business must do everything possible to prevent the unauthorized parking of its patrons on adjacent properties.
- 5) The business shall provide sufficient lighting to eliminate dark areas and maximize visibility from a public street to discourage vandalism and criminal activities.
- 6) The business must make provisions to keep litter to a minimum and keep it from blowing onto adjacent properties; and
- 7) The above-mentioned business shall restrict the number of persons within the building to those allowed by the Planning and Zoning Commission at the time of permit issuance, after having taken into account the recommendations of the Fire Marshal, Building Official and Planning Director.

A lengthy discussion ensued. Comments and concerns were raised.

Commissioner Joaquin Zamora made a motion to deny the conditional use permit and was seconded by Mayor Pro Tem Omar Quintanilla. The motion failed.

Mayor Javier Villalobos called the question again. After due consideration, Commissioner Jose R. "Pepe" Cabeza de Vaca moved to approve the Conditional Use Permit and seconded by Commissioner Victor "Seby" Haddad. The motion failed with four votes in favor of the request, and Commissioner Joaquin Zamora and Mayor Pro Tem Omar Quintanilla voted against it.

D) AMENDING THE ZONING ORDINANCE OF THE CITY OF MCALLEN.

Commissioner Joaquin Zamora moved to amend the Zoning Ordinance and seconded by Mayor Pro Tem Omar Quintanilla. The motion carried unanimously.

END OF PUBLIC HEARING

Mayor Javier Villalobos declared the Public Hearing closed.

2. **CONSENT AGENDA (ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE GOVERNING BODY AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS; HOWEVER, IF DISCUSSION IS DESIRED, THAT ITEM(S) WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.)**

Commissioner Joaquin Zamora moved to approve the items listed on the Consent Agenda and Mayor Pro Tem Omar Quintanilla seconded. The motion carried unanimously.

- A) **APPROVAL OF MINUTES FOR SPECIAL MEETING HELD APRIL 3RD, WORKSHOP AND REGULAR MEETING HELD APRIL 14, 2025.**

Approved the minutes of Special Meeting held April 3rd, Workshop and Regular Meeting held April 14, 2025, as submitted.

- B) **SUBDIVISION MONTHLY REPORT.**

Approved Subdivision Monthly report.

- C) **PROJECT STATUS MONTHLY REPORT THROUGH MARCH 31, 2025.**

Approved Project Status Monthly report through March 31, 2025.

- D) **PARKS & RECREATION MONTHLY PROJECT STATUS REPORT.**

Approved Parks & Recreation Monthly Project Status report.

- E) **AWARD OF CONTRACT FOR THE EXTENSION OF DIRECT PRIMARY CARE AND ANCILLARY SERVICES.**

Awarded a contract to Frontier Health in the amount of \$2,036,160.00 for the extension of Direct Primary Care and Ancillary Services.

- F) **AWARD OF CONTRACT FOR PAVEMENT MARKING SERVICES (PROJECT NO. 04-25-S46-725).**

Awarded a contract to Pavement Markings in the amount of \$4,372.84 for Pavement Marking Services.

- G) **CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MCALLEN PARKS & RECREATION AND MCALLEN INDEPENDENT SCHOOL DISTRICT FOR RAPTOR APPLICATION ACCESS.**

Approved a Memorandum of Understanding between the City of McAllen Parks & Recreation and McAllen Independent School District for Raptor application access.

H) CONSIDERATION AND APPROVAL TO EXTEND THE CONTRACT WITH TYLER TECHNOLOGIES COURT SOFTWARE.

Approved to extend the contract agreement with Tyler Technologies court software.

I) CONSENT RESOLUTIONS

1. CONSIDER AND POSSIBLE ACTION TO ADOPT A RESOLUTION SUPPORTING THE DEVELOPMENT OF TAX CREDIT PROPOSALS 2025 AT BUDDY OWENS BLVD. AND AT N. WARE RD.

Approved a resolution supporting the development of tax credit proposals 2025 at Buddy Owens Blvd. and at N. Ware Rd.

2. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT FOR FUNDING UNDER THE HMGP DR- HURRICANE BERYL PROGRAM.

Approved a resolution authorizing the submittal of a grant application to the Texas Division of Emergency Management for funding under the HMGP DR- Hurricane Beryl Program.

3. RESOLUTION AMENDING RESOLUTION NO. 2025-18 TO INCLUDE LANGUAGE AS REQUIRED BY THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, FOR THE FISCAL YEAR 2026 OPERATION LONE STAR GRANT PROGRAM.

Approved a resolution amending Resolution No. 2025-18 to include language as required by the Office of the Governor, Public Safety Office, for the Fiscal Year 2026 Operation Lone Star Grant Program.

4. RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL FITNESS CAMPAIGN FOR FUNDING UNDER THE OUTDOOR FITNESS COURT PROGRAM.

Approved a resolution authorizing the submittal of a grant application to the National Fitness Campaign for funding under the Outdoor Fitness Court Program.

J) APPROVAL OF TAX REFUNDS OVER \$500.00.

Approved tax refunds of over \$500.

1. LERETA, LLC

Approved tax refunds in the amount of \$613.52, \$1,590.19, \$45.73, \$54.20, \$102.12.

2. LERETA DBA ACCUMATCH

Approved a tax refund in the amount of \$2,771.93.

3. ENRIQUE & HERMELINDA AGUILAR

Approved a tax refund in the amount of \$657.50.

4. SONIA E. & FELIPE GUARDADO

Approved a tax refund in the amount of \$535.30.

5. NOLANA PROPERTIES INVESTMENTS LTD.

Approved tax refunds in the amount of \$947.67, \$1,886.75, \$1,552.61.

6. TDK FOR HER

Approved tax refunds in the amount of \$1,001.01, \$100.50.

3. BID/CONTRACT

A) CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE, CITY OF MCALLEN, AND HIDALGO COUNTY PCT. 4 FOR THE SIPHON CROSSING AT ROTH ROAD.

Staff recommended approval for an Interlocal Agreement between Hidalgo County Irrigation District No. 1, City of McAllen, and Hidalgo County Pct. 4 for the siphon crossing at Rooth Road.

Commissioner Joaquin Zamora moved to approve the Interlocal Agreement as recommended and seconded by Commissioner Victor "Seby" Haddad. The motion carried unanimously.

4. ORDINANCES

A) PROVIDING FOR APPROVAL OF SUBSTANTIAL AMENDMENT FOR FISCAL YEAR 2019-2020 ANNUAL ACTION PLAN FOR HOME PROGRAM.

Staff recommended approval to adopt a substantial amendment for Fiscal Year 2019-2020 Annual Action Plan for HOME Program.

Commissioner Joaquin Zamora moved to adopt the ordinance as recommended and seconded by Commissioner Victor "Seby" Haddad. The motion carried unanimously.

B) PROVIDING FOR APPROVAL OF SUBSTANTIAL AMENDMENT FOR FISCAL YEAR 2020-2021 ANNUAL ACTION PLAN FOR HOME PROGRAM.

Staff recommended approval to adopt a substantial amendment for Fiscal Year 2020-2021 Annual Action Plan for HOME Program.

Commissioner Joaquin Zamora moved to adopt the ordinance as recommended and seconded by Commissioner Victor "Seby" Haddad. The motion carried unanimously.

5. RESOLUTIONS

A) RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER

DEVELOPMENT BOARD'S STATE WATER IMPLEMENTATION FUND FOR TEXAS (SWIFT) FOR THE CITY OF MCALLEN'S BRACKISH GROUNDWATER TREATMENT FACILITY.

Staff recommended approval of the resolution authorizing the filing of an application requesting financial assistance to the Texas Water Development Board under the SWIFT program for the Brackish Groundwater Treatment Facility.

Commissioner Joaquin Zamora moved to approve the resolution as recommended and seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried unanimously.

B) RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD'S STATE WATER IMPLEMENTATION FUND FOR TEXAS (SWIFT) FOR THE ACQUISITION OF WATER RIGHTS.

Staff recommended approval of the resolution authorizing the filing of an application requesting financial assistance to the Texas Water Development Board under the SWIFT program for the acquisition of water rights.

Commissioner Joaquin Zamora moved to approve the resolution as recommended and seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried unanimously.

C) RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES TO ACQUIRE WATER RIGHTS AND TO CONSTRUCT, ACQUIRE, PURCHASE, IMPROVE, RENOVATE, ENLARGE, AND EQUIP IMPROVEMENTS TO THE CITY'S WATERWORKS SYSTEM FROM TEXAS WATER DEVELOPMENT BOARD SWIFT PROGRAM LOANS AND OTHER MATTERS RELATED THERETO.

Staff recommended approval of a resolution to express official intent to reimburse certain expenditures to acquire water rights and to construct, acquire, purchase, improve, renovate, enlarge, and equip improvements to the city's waterworks system from Texas Water Development Board SWIFT program loans and other matters related thereto.

Commissioner Joaquin Zamora moved to approve the resolution as recommended and seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried unanimously.

D) CONSIDER ADOPTION OF A RESOLUTION FINDING PUBLIC NEED AND NECESSITY AND AUTHORIZING RIGHT OF WAY ACQUISITION AND EMINENT DOMAIN FOR THE BENTSEN ROAD WIDENING PROJECT (MILE 5 TO MILE 3) PARCELS 1-64.

Staff recommended approval of a resolution finding public need and necessity and authorizing right-of-way acquisition and eminent domain for the Bentsen Road Widening project (Mile 5 to Mile 3) Parcels 1-64.

Commissioner Joaquin Zamora moved to approve the resolution as recommended and seconded by Commissioner Rodolfo "Rudy" Castillo. The motion carried unanimously.

A Voter Roll was requested: **Ayes:** Commissioner Rodolfo “Rudy” Castillo, Commissioner Jose R. “Pepe” Cabeza de Vaca, Mayor Pro Tem Omar Quintanilla, Mayor Javier Villalobos, Commissioner Joaquin Zamora, Commissioner Victor “Seby” Haddad, Commissioner Antonio “Tony” Aguirre, Jr. **Nays:** None.

6. MANAGER’S REPORT

A) ADVISORY BOARD APPOINTMENTS.

COMMUNITY DEVELOPMENT ADVISORY BOARD

Commissioner Joaquin Zamora nominated Mary Lou Henry to the Community Development Advisory Board.

KEEP MCALLEN BEAUTIFUL BOARD

Mayor Pro Tem Omar Quintanilla nominated Janie Gracia to the Keep McAllen Beautiful Board.

PARKS AND RECREATION BOARD

Commissioner Rodolfo “Rudy” Castillo nominated Ramiro Sarabia to the Park and Recreation Board.

PLANNING AND ZONING BOARD

Mayor Pro Tem Omar Quintanilla nominated Pepe Casso to the Planning and Zoning Commission Board.

Commissioner Joaquin Zamora moved to accept the nominations as recommended and seconded by Commissioner Rodolfo “Rudy” Castillo. The motion carried unanimously.

B) CONSIDER APPROVAL OF CITY OF MCALLEN EMPLOYEE HEALTH PLAN PREMIUMS FOR THE 2025-26 FISCAL YEAR.

Staff recommended approval of City of Mcallen Employee Health Plan Premiums for the 2025-26 Fiscal Year.

Commissioner Joaquin Zamora moved to approve the report as recommended and seconded by Commissioner Victor “Seby” Haddad. The motion carried unanimously.

C) FUTURE AGENDA ITEMS.

Items of upcoming workshops were reviewed as follows: No upcoming agenda items were discussed.

7. TABLED ITEM

A) CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 FOR CHANGES IN SCOPE TO THE QUINTA MAZATLAN - WORLD BIRDING CENTER.

Commissioner Joaquin Zamora moved to remove said item from the table and seconded by Mayor Pro Tem Omar Quintanilla. The motion carried unanimously.

Staff recommended approval of Change Order No. 1 in the amount not to exceed \$1,685,274.00 for the changes in scope to the Quinta Mazatlan - World Birding Center Project.

Commissioner Jose R. "Pepe" Cabeza de Vaca moved to approve Change Order No. 1 as recommended and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

8. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).

A) CONSULTATION WITH CITY ATTORNEY REGARDING LEGAL ASPECTS OF CONTRACTUAL AGREEMENT. TEX. GOV'T. CODE §551.071.

Mayor Pro Tem Omar Quintanilla authorized the City Manager and City Attorney to proceed as described in executive session and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

B) CONSULTATION WITH CITY ATTORNEY REGARDING PENDING LITIGATION CAUSE NO. C-4898-23-L. TEX. GOV'T. CODE §551.071.

Mayor Pro Tem Omar Quintanilla authorized the City Manager and City Attorney to proceed as described in executive session and seconded by Commissioner Joaquin Zamora. The motion carried unanimously.

ADJOURNMENT

Without objection the meeting was adjourned at 6:10 p.m.

Javier Villalobos, Mayor

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.B.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award Contract for the Terminal Checkpoint Expansion at McAllen International Airport (Project No. 04-25-C20-612).

2. Party Making Request: Jeremy Santoscoy

3. Applicant: Jeremy Santoscoy

4. Nature of Request: Consideration and Approval to Award Contract for the Terminal Checkpoint Expansion at McAllen International Airport (Project No. 04-25-C20-612).

5. Fiscal Impact Summary:

Account	Description	Cost	Budget	Budget Balance
554- 8718- 446-66- 30 CA2010	Terminal Amenity	\$76,775.00	\$500,000.00	\$441,843.00

6. Budgeted: Yes

Bid Amount:	<u>\$76,775</u>
Under Budget:	<u>\$0.00</u>

Budgeted Amount:	<u>\$100,000</u>
Over Budget:	<u>\$0.00</u>
Amount Remaining:	<u>\$23,225</u>

7. Routing:

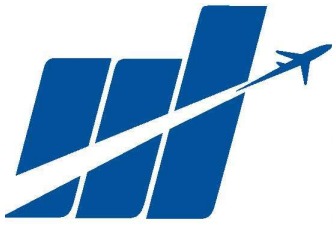
Estela Velasquez	Created/Initiated - 5/5/2025
Jeremy Santoscoy	Approved - 5/5/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Austin Stevenson	Final Approval - 5/6/2025

8. Staff Recommendation: Based on review by this office, the Purchasing and Contracting Department, and consultant, staff recommends award of contract to the lowest, responsive and responsible bidder, Metro Electric from McAllen, Texas, in the total amount of \$76,775.00 with a contract time of 15 calendar days.

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



Memorandum

To: Isaac J. Tawil, City Manager
From: Jeremy A. Santoscoy, P.E., Director of Aviation 
Date: May 1, 2025
Subject: Consideration and Approval to Award Contract for the Terminal Checkpoint Expansion at McAllen International Airport (Project No. 04-25-C20-612)

GOAL

Consideration and approval to award contract for the Terminal Checkpoint Expansion at McAllen International Airport

EXPLANATION

On April 24, 2025, the Purchasing and Contracting Department received four (4) bids for the Terminal Checkpoint Expansion Improvements at the McAllen International Airport. One (1) bid was declared non-responsive. The project will consist of installing the electrical and data lines and appurtenances required for Transportation Security Administration (TSA) to operate equipment for the 3rd lane expansion.

Bid Item	 METRO ELECTRIC MCALLEN, TX	D WILSON CONSTRUCTION MCALLEN, TX	STELLAR HORIZON, INC OLMITO, TX	NON-RESPONSIVE
				ALPHA ELECTRICAL SOLUTIONS LLC PHARR, TX
BASE BID	\$76,775.00	\$113,800.00	\$119,978.00	\$134,710.00
ALTERNATE BID	\$13,234.00	\$18,700.00	\$15,982.00	\$180,000.00

Project is budgeted at \$100,000.00 under Airport CIP Fund.

Attached is consultant's recommendation and bid tabulation.

OPTIONS

1. Approve award of contract to lowest, responsive, and responsible bidder. (Staff Recommendation)
2. Reject bids and re-advertise.

RECOMMENDATION

Based on review by this office, the Purchasing and Contracting Department, and consultant, staff recommends award of contract to the lowest, responsive and responsible bidder, Metro Electric from McAllen, Texas, in the total amount of \$76,775.00 with a contract time of 15 calendar days.



Building a Better World
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April 30, 2025

RE: McAllen International Airport (MFE)
TSA Lane Expansion
SEH No. MCAIA 183988

Jeremy Santoscoy, PE, CFM
Director of Aviation, City of McAllen
2500 S. Bicentennial Blvd #100
McAllen, TX 78503

Dear Jeremy:

At 4:00 p.m., Thursday, April 24, 2025, four competitive bids were received by the City of McAllen for the TSA Lane Expansion project at McAllen International Airport. The bidding included Base Bid with an additional Alternate Bid. The Base Bid includes work for electrical conduit and cabling as well as data conduit and cabling for the expansion of a TSA lane within the airport terminal. The Bid Alternate consists of the installation of additional receptacles for future equipment. The Engineer's estimate for the Base Bid was \$80,000.00 and that of the Bid Alternate was \$20,000. The bid results are as follows:

Contractor	Base Bid	Alternate	Total Bid
Metro Electric	\$76,775.00	\$13,234.00	\$90,009.00
D. Wilson Construction Co.	\$113,800.00	\$18,700.00	\$132,500.00
Stellar Horizon	\$119,978.00	\$15,982.00	\$135,960.00
Alpha	\$134,710.00	\$180,000.00	\$314,710.00

Based on the company reputation and previous satisfactory work at the airport, it is our recommendation that the City of McAllen award the Base Bid and the Bid Alternate for the TSA Lane Expansion project to Metro Electric.

In reliance on our experience with all of the contractors and information provided in the bid packages, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Sincerely,

Shawn McMahon
Digitally signed by Shawn McMahon
DN: cn=US,
E=shawnmcmahon@sehinc.com,
OU=SEH, CN=Shawn McMahon
Date: 2025.04.30 19:14:15-0500

Shawn McMahon, PE
Project Manager

x:\ko\m\mcaia\183988\6-bid-cons\bid results\recommendation of award letter_mfe 3rd lane expansion.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



BID OPENING: THURSDAY APRIL 24, 2025 AT 4:00 PM
 LOCATION:MCALLEN CITY HALL CONFERENCE ROOM 2A
 PROJECT NO. 04-25-C20-612 TERMINAL CHECKPOINT EXPANSION PROJECT

BIDDERS						METRO ELECTRIC MCALLEN, TX	D WILSON CONSTRUCTION MCALLEN, TX	STELLAR HORIZON, INC OLMITO, TX	NON-RESPONSIVE ALPHA ELECTRICAL SOLUTIONS LLC PHARR, TX
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	90911-01	BASE	TSA LANE EXPANSION (BASE BID)	LS	1	\$76,775.00	\$113,800.00	\$119,978.00	\$134,710.00
2	90911-02	OPTION	TSA LANE EXPANSION (ALT BID)	LS	1	\$13,234.00	\$18,700.00	\$15,982.00	\$180,000.00
BASE TOTAL						\$76,775.00	\$113,800.00	\$119,978.00	\$134,710.00



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.C.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award a Contract for the Terminal Expansion Design at McAllen International Airport (Project No. 11-24-S05-370).
2. Party Making Request: Jeremy Santoscoy
3. Applicant: Jeremy Santoscoy
4. Nature of Request: Consideration and Approval to Award a Contract for the Terminal Expansion Design at McAllen International Airport (Project No. 11-24-S05-370).
5. Fiscal Impact Summary: Subject to Budget Amendment as noted below:

Account	Project Description	Estimated Costs	Current Budget	Proposed Amendment
554-8708-446-66-30-CA6301	Terminal Improvements	\$ 8,302,778.00	\$ 12,000,000.00	\$ (3,697,222.00)
554-8708-446-66-30-CA6401	Terminal Improvements	\$ 3,009,258.00	\$ -	\$ 3,009,258.00
554-8708-446-66-30-CA6601	Terminal Improvements	\$ 1,258,073.00	\$ -	\$ 1,258,073.00
554-8718-446-66-30-TBD	Terminal Improvements (Non-Fed)	\$ 4,074,478.00	\$ -	\$ 4,074,478.00
		\$ 16,644,587.00	\$ 12,000,000.00	\$ 4,644,587.00

Approved Subject to a Budget Amendment.

6. Budgeted: Yes

Bid Amount: \$15,380,464

Budgeted Amount: \$12,000,000

Under Budget: \$3,380,464

Over Budget: \$0.00

Amount Remaining: \$0.00

7. Routing:

Estela Velasquez

Created/Initiated - 5/5/2025

Jeremy Santoscoy

Approved - 5/5/2025

Angie Rodriguez

Approved - 5/7/2025

Sonia Resendez

Approved - 5/7/2025

Gerardo Noriega

Approved - 5/7/2025

Austin Stevenson

Final Approval - 5/7/2025

8. Staff Recommendation: Based on review by this office, staff recommends approval to award a contract for the Terminal Expansion Design to Short Elliot Hendrickson, Inc. of Eagan, Minnesota in the amount of \$15,380,464.00, subject to a budget amendment.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



Memorandum

To: Isaac J. Tawil, City Manager

From: Jeremy Santoscoy, P.E., CFM, Director of Aviation *JS*

Date: May 1, 2025

Subject: Consideration and Approval to Award a Contract for the Terminal Expansion Design at McAllen International Airport (Project No. 11-24-S05-370)

GOAL

Consideration and approval to award a contract for the Terminal Expansion Design at McAllen International Airport.

EXPLANATION

On December 9, 2024, SEH (Short Elliot Hendrickson, Inc.) was selected for professional services on the Terminal Expansion Design at the McAllen International Airport. SEH completed the Terminal Capacity Study which provided the basis of the design scope.

The preliminary and schematic design was scoped to consist of the entire terminal renovation and expansion. The proposal includes for Phase 1 to include the renovation and expansion of the ticketing, administrative, and baggage areas, TSA and Customs renovation, as well as the common entry space. Phase 2 will include the expansion of the concourse and additional gates. The apron expansion is separated

The proposed project is budgeted at \$15,400,000.00 and proposed fees are \$15,380,464.00, subject to a budget amendment. The breakdown with respect to funding sources is below.

		Funding Sources		
Project Description	Estimated Cost	FAA Eligible	PFC Eligible	Airport Non-Eligible
Terminal Improvements Design Contract	\$ 15,380,464	\$ 11,300,387	\$ 1,255,599	\$ 2,824,478
<i>Terminal Design (80% Eligible & 20% Ineligible)</i>	<i>\$ 14,122,391</i>	<i>\$ 10,168,122</i>	<i>\$ 1,129,791</i>	<i>\$ 2,824,478</i>
<i>Apron Design (100% Eligible)</i>	<i>\$ 1,258,073</i>	<i>\$ 1,132,266</i>	<i>\$ 125,807</i>	<i>\$ -</i>

Please see attachment for a breakdown of the proposed contract.

OPTIONS

1. Approve professional services contract with SEH. (staff recommendation)
2. Reject statement of qualifications submittal and re-advertise.

RECOMMENDATION

Based on review by this office, staff recommends approval to award a contract for the Terminal Expansion Design to Short Elliot Hendrickson, Inc. of Eagan, Minnesota in the amount of \$15,380,464.00, subject to a budget amendment.



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February 17, 2025

RE: McAllen International Airport
Terminal Renovation and Expansion
SEH No. MCAIA 183277 14.00

Jeremy Santoscoy, PE, CFM
Director of Aviation
City of McAllen
2500 S. Bicentennial Blvd
McAllen, TX 78503

Dear Jeremy:

The SEH Design Team, including our partners and subconsultants, is pleased to submit the attached proposal for the design of the terminal renovation and expansion over the next four years through multiple phases. The proposed \$176M in construction will transform the airport to meet current and future needs.

Our proposal is broken down into the following schedules to accommodate funding, phasing, and schedule constraints. Preliminary and Schematic design will consider the entire terminal renovation and expansion scope of work. Phase 1 includes the renovation and expansion of the ticketing, administrative, and baggage areas, TSA and Customs renovation, as well as the common entry space. Phase 2 will include the expansion of the concourse and additional gates.

Schedule A: Preliminary Design	\$1,415,928.00
Schedule B: Schematic Design	\$2,404,610.00
Schedule C: Design Development 1	\$1,993,242.00
Schedule D: Construction Documents 1	\$2,992,089.00
Schedule E: Design Development 2	\$2,190,716.00
Schedule F: Construction Documents 2	\$3,125,806.00
Total	\$14,122,391.00

An additional schedule (Schedule I) has been provided to include design of the terminal apron expansion. The apron expansion will support ramp parking during construction, and ultimately apron space for the additional four gates. **Our design proposal for Schedule I (Apron Expansion) is \$1,258,073.00.**

Our total proposal amount is \$15,380,464.00. Please contact me with any questions or concerns. We appreciate the opportunity to partner with you on this exciting project!

Sincerely,

Shawn McMahon, PE (MN, WI, SD, VA, IA)
Principal

Attachment: SEH Proposal for Terminal Renovation and Expansion Design_2_17_25

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 97 Hitchin Post Trail, Office C, Fredericksburg, TX 78624-3395

830.362.1042 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

**CONTRACT AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

STATE OF TEXAS §
COUNTY OF HIDALGO §

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the 24th day of February, in the year 2025, between the CITY OF McALLEN, hereinafter called the OWNER and Short Elliott Hendrickson, Inc., hereinafter called the CONSULTANT for the design of the renovation and expansion of the commercial service terminal at the McAllen International Airport (MFE), hereinafter called the PROJECT, as described in the general form shown in Exhibit A to this Agreement of said PROJECT between the OWNER and CONSULTANT, and such agencies as may provide funding for the PROJECT.

PART II. CONSULTING FEES

FOR BASIC SERVICES AND ADDITIONAL SERVICES

OWNER shall pay CONSULTANT the total sum of \$15,380,464.00 as described in Exhibit B and in accordance with the payment schedule in Article 4.

PART III. TERM OF AGREEMENT

OWNER intends to contract for professional planning consulting services for the design of the expansion of the commercial service terminal at the McAllen International Airport (MFE). CONSULTANT shall perform the Basic Services and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work and shall comply with the schedule set out herein as described in Exhibit C. OWNER may extend the Agreement term with issuance of an Amendment to complete PROJECT initiated or proposed for completion under this contract. However, OWNER may terminate Agreement as described in Part VI, Article 5, Section 5.1 and Section 5.2.

PART IV. SCOPE OF SERVICES

The parties' mutual agreement on the scope of the Services, schedule, compensation and other details shall be in the general form shown in attached Exhibit A, B and C. Amendments are binding only after acceptance and execution by duly authorized representatives of both parties. Each Amendment shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. CONSULTANT shall provide the Services described in Exhibit A (Scope of Services).

PART V. NOTICES

Any notices or communication required or permitted to be provided shall be given by first class certified or registered mail, return receipt requested, hand-delivery by a nationally recognized overnight courier, or send by email, all of which is effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Notices shall be made by CONSULTANT to OWNER'S representative:

Jeremy Santoscoy, P.E., CFM
Director of Aviation
McAllen International Airport
2500 S. Bicentennial Blvd., Suite 100
McAllen, TX 78503

Notices shall be made by OWNER to CONSULTANT'S representative:

Shawn McMahon
Principal
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110
651-925-7541
smcmahon@sehinc.com

PART VI. TERMS AND CONDITIONS

ARTICLE 1. BASIC ENGINEERING, ARCHITECTURAL, PLANNING, AND OTHER SERVICES

1.1 General

The CONSULTANT agrees to perform professional services in connection with the Project, including normal engineering services - civil, structural, mechanical, and electrical CONSULTANT services, architectural, and airport planning CONSULTANT services related thereto, as set forth below and contained within this Agreement and all its Amendments.

1.2 Study and Report Phase

After written authorization to proceed, CONSULTANT shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessities of OWNER providing or obtaining from others data or services and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses, the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals, assistance in obtaining financing for the Project, detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by OWNER.

1.2.7. Providing energy conservation studies, life-cycle costing studies, and detailed fuel, analysis consumption or energy studies, comparative machinery cost studies, design of special computerized energy management systems, and detailed operational studies to determine annual operation costs.

1.2.8. Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth CONSULTANT's findings and recommendations. This Report will be accompanied by CONSULTANT's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others. The total of all such costs, allowances, etc., are hereinafter called "Total Project Costs."

1.2.9. Furnish the Study and Report documents and review them in person with OWNER.

1.2.10. Advise the OWNER as to the necessity of providing or obtaining additional services such as described within Article 2, "Additional Services of the CONSULTANT" and if authorized by the OWNER, shall provide, or assist OWNER in procuring such additional services.

1.2.11. The duties and responsibilities of CONSULTANT during the Study and Report Phase may be amended and supplemented as indicated in such addenda that may be added to this Agreement.

1.3 Period of Service

1.3.1 The provisions of this Article 1 and the various rates of compensation for the CONSULTANT'S services provided for elsewhere in this Agreement or in Amendments have been agreed to in anticipation of the orderly and continuous progress of the Project through completion and acceptance of the Project. CONSULTANT'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of the Project including extra work and required extensions thereto.

1.3.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of CONSULTANT'S services and their various rates of compensation shall be adjusted appropriately by means of a contract amendment executed by both parties.

ARTICLE 2. ADDITIONAL SERVICES OF THE CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. These will be paid for by OWNER as provided in Article 4.

2.1.1 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing, and, revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond CONSULTANT'S control.

2.1.2 Providing renderings or models for OWNER'S use.

2.1.3 Preparing documents for alternate bids requested by OWNER for Contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.4 Furnishing the services of independent professional associates and consultants for other than Basic Services (Basic Services include items described in Exhibit B, but not limited to customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); furnishing geotechnical and surveying services.

2.1.5 For services resulting from the arranging for OWNER-approved performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.

2.1.6 Services in connection with change orders to reflect changes requested by OWNER where such changes are outside the normal scope of the Project.

2.1.7 Assistance in connection with renegotiating contracts for materials, equipment or services.

2.1.8 Services during out-of-town travel required of CONSULTANT other than visits to the site.

2.1.9 Services after completion of the Project, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.10 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.11 Additional services in connection with the Project, and services not otherwise provided for in the Agreement, provided same are approved in advance in writing by OWNER.

2.1.12 Providing financial feasibility or other special studies outside of the Project items described in Exhibits A and B.

2.1.13 Providing Services relative to future facilities, systems and equipment that are not intended to be studied during the Project.

2.1.14 Providing Services to accommodate unforeseen existing conditions after final documents are complete and approved.

ARTICLE 3. OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, and, furnish copies of all design and construction standards which OWNER will require to be included in the study, drawings and specifications.

3.2 Assist CONSULTANT by placing at their disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER or others employed by the OWNER and shall not be liable for damages arising from reasonable reliance on such materials. CONSULTANT shall promptly notify the OWNER if CONSULTANT discovers that any information or services furnished by the OWNER is in error or is inadequate for its purpose.

3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT'S Basic Services (except to the extent provided otherwise in such Amendments as may hereafter be added to this Agreement), data prepared by or services of others, including without limitation core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property, boundary, easement, right-of-way, property descriptions, zoning, deed and other land use restrictions, and other special data or consultations not covered in Section 2.

3.4 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform their services.

3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.6 Provide such accounting, independent cost estimating and insurance counseling service as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s). Such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to them under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulations applicable to their performance of the work.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.

3.9 Furnish, or direct CONSULTANT to provide necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.10 Designate one or more representatives authorized to act in the OWNER'S behalf with respect to the Project.

The OWNER or such authorized representative shall examine the documents submitted by the CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S Services except for those decisions or actions that must go before the OWNER'S Board of Commissioner's for approval.

ARTICLE 4. METHOD OF PAYMENT

4.1 Methods of Payment for Services and Expenses of CONSULTANT.

4.1.1 For Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered under Article 1 on the basis of a negotiated fee for the scope of work defined in Amendments to this Agreement. Each month during the performance of the services, CONSULTANT shall submit the invoice summary to OWNER for its approval. Each invoice summary shall set forth the amount and the sums of all prior Services rendered, a detailed breakdown of the amount and the sum of all prior payments. OWNER shall review each such Request for Payment and may make such exceptions, as OWNER reasonably deems necessary or appropriate under the circumstances then existing. After the OWNER'S review, the OWNER shall make payment to CONSULTANT in the amount approved as aforesaid subject to section 4.2 below.

4.1.2 For Additional Services. OWNER shall pay CONSULTANT for Additional Service rendered under Article 2 on the basis of a negotiated fee for the scope of work defined in Amendments to this Agreement.

4.2 Other Provisions Concerning Payments

4.2.1 If OWNER fails to make any payment due to the CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S approved invoice therefore, the amounts due CONSULTANT shall include a charge of 6% per annum interest from said thirtieth day, and in addition, CONSULTANT may, if himself or herself not in default, after giving ten (10) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him or her for services and expenses.

4.2.2 In the event of termination by OWNER under Paragraph 5.1 upon the completion of any phase of the Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT will be paid for services rendered to the termination notice date including reimbursable expenses.

4.2.3 Final Payment. After final completion of the work and acceptance thereof by OWNER, CONSULTANT shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to CONSULTANT and upon approval thereof by OWNER, OWNER shall pay to CONSULTANT the amount due (Final Payment") under such Final Request in accordance with the provisions of 4.1.1.

The Final Request for Payment shall not be made until CONSULTANT delivers to OWNER an affidavit that so far as CONSULTANT has knowledge or information, all materials and services over which CONSULTANT has control have been paid.

4.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, OWNER shall not be obligated to make any payment (whether a payment under Article 4.1 hereof or Final Payment) to CONSULTANT hereunder if any one or more of the following conditions precedent exist:

4.3.1 CONSULTANT is in default of any of its obligations hereunder or otherwise is in default under this

Agreement or any of the Contract Documents.

4.3.2 Any part of such payment is attributable to Services which are not performed in accordance with this Agreement, provided however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement.

4.3.3 CONSULTANT has failed to make payments promptly to consultants, subcontractors or other third parties used in connection with the Services for which OWNER has made payment to CONSULTANT.

4.3.4 If OWNER, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due CONSULTANT hereunder unless and until CONSULTANT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by OWNER to be sufficient to so complete the services.

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

4.4 Prompt Payment by CONSULTANT - CONSULTANT shall promptly pay all bills for labor and material performed and furnished by others in connection with the satisfactory performance of the Services.

ARTICLE 5. GENERAL CONSIDERATIONS

5.1 Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, and upon payment in full to Consultant for Services performed prior to termination date, the Consultant shall deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer and expressly required to be delivered under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.2 Termination for Cause

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure

the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

In the event of termination, Consultant shall be compensated for Services performed prior to termination date.

5.2.1 Termination by Owner: The Owner may terminate this Agreement for cause for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, and upon payment in full to Consultant for Services performed prior to termination date, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

5.2.2 Termination by Consultant: The Consultant may terminate this Agreement for cause, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

The provisions of this Article shall also apply to each individual Amendment, separate and apart from any other Amendments, and without terminating or otherwise affecting this Agreement as a whole.

5.3 Ownership of Documents. Provided CONSULTANT has been paid in full for its services, original documents (reports, figures, exhibits, drawings) developed in connection with services and expressly stated as deliverables belong to, and remain the property of the OWNER. The CONSULTANT shall store the originals and may retain reproducible copies of such documents. All plans or drawings will be prepared and submitted by CONSULTANT to OWNER for approval electronically or on a minimum 11 inch by 17 inch or maximum 24 inch by 36 inch sheets. Copies of Working Drawing, for use by the OWNER, will be prepared on opaque bond paper, clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT, its subcontractors, agents and employees shall be liable to OWNER for any loss or damage to any such documents while they are in the possession of or while being worked upon by the CONSULTANT or anyone connected with CONSULTANT.

All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other Project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.

Notwithstanding anything to the contrary, CONSULTANT shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by CONSULTANT prior to, or acquired by CONSULTANT during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and CONSULTANT shall not be restricted in any way with respect thereto. CONSULTANT shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by CONSULTANT and its subconsultants and the right to reuse component information contained in them in the normal course of CONSULTANT's professional activities.

5.4 Successors and Assigns

5.4.1 OWNER and CONSULTANT each binds himself/herself and their partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement.

5.4.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in Paragraph 5.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him or her in the performance of services hereunder.

5.5 CONSULTANT's accounting records

5.5.1 Records of all costs and employee and principal time spent on the Project and records of reimbursable expense, and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER'S authorized representative at reasonable times and upon reasonable notice.

5.5.2 The OWNER, Federal Aviation Administration (FAA), the Comptroller General of the United States or any duly authorized representative of the funding agency shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to a specific grant program Project for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.

5.6 Opinions of Cost and Schedule. Because CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, or over other external contributing factors, CONSULTANT's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a professional CONSULTANT. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT's cost estimates or that actual schedules will not vary from CONSULTANT's projected schedules.

5.7 Equal Employment Opportunity. CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

5.8 Title VI and Disadvantaged Business Enterprise (DBE) Assurances. The CONSULTANT will abide by the assurances and programs as required by Federal regulation and in Exhibit D. CONSULTANT shall submit monthly DBE reporting forms "EXHIBIT X".

ARTICLE 6. SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.1 This Agreement is subject to the following special provisions.

6.1.1 CONSULTANT'S Insurance. The CONSULTANT shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability insurance coverage in the amount of \$1,000,000.00, and comprehensive general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; professional liability in an amount not less than \$1,000,000 per claim/\$2,000,000 annual aggregate, and shall provide certificates of insurance to the OWNER. Said insurance shall provide OWNER thirty (30) days notice prior to cancellation.

6.1.2 Indemnity. The OWNER will require that any contractor or subcontractors performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the CONSULTANT, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or

subcontractor's) negligence in the performance of the work described in the construction contract documents.

6.2 The following Exhibits are attached to and made a part of this Agreement:

<u>Exhibit A:</u>	Scope of Services
<u>Exhibit B:</u>	Summary of Project Scope and Costs
<u>Exhibit C:</u>	Project Schedule
<u>Exhibit D:</u>	Title VI Assurances
<u>Exhibit E:</u>	Solicitation Document – Request for Statement of Qualifications
<u>Exhibit F:</u>	Statement of Qualification submittal

6.3 This Agreement together with the Exhibits identified above constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits and Schedule(s) may only be amended, supplemented, modified or canceled by a duly executed written instrument.

ARTICLE 7. NON-BINDING MEDIATION/BINDING ARBITRATION

7.1 In the event any dispute arising between OWNER and ARCHITECT under any provision hereof is not settled by the parties through negotiation within a reasonable time, such dispute may be submitted by either party to non-binding mediation as a precondition to litigation unless the parties mutually agree otherwise.

7.2 Where a dispute is not resolved by negotiation, any party may give written notice to the other party of his or her desire to commence non-binding mediation. The mediation session must take place within thirty (30) days after the date such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a desire to mediate the dispute, the parties shall jointly apply to a mediation service within the four-county Rio Grande Valley, Texas area to have one mediator so appointed. Upon appointment of a mediator, the parties shall follow the rules and procedures of the mediator in connection with the mediation. The parties agree to equally share the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation. If no resolution is reached during the non-binding mediation, any dispute not settled through mediation shall be settled through litigation.

7.5 The OWNER and the ARCHITECT further agree to include a similar mediation and litigation provisions in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation and litigation provisions in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Controlling Law and Venue. The Agreement and any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the Agreement shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Parties hereby expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of any federal or state court sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of this Agreement. CONSULTANT waives any objection to any such jurisdiction and venue, including any objection

under the theory of forum non convenience (inconvenient forum).

8.2 Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, each party shall be responsible for its own costs and expenses incurred by it in such proceedings, including attorneys' fees, unless another provision of this Agreement provides otherwise.

8.3 Indemnity. The OWNER will require that any contractor or subcontractors performing work in connection with drawings and specifications produced under this Agreement to hold harmless and indemnify the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the construction contract documents.

OWNER hereby agrees that to the fullest extent permitted by law, CONSULTANT's total liability to the OWNER for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed the applicable limit of insurance for each respective claim.

Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. CONSULTANT expressly disclaims any duty to defend OWNER for any alleged actions or damages.

8.4 Approval Not Waiver. Approval by OWNER shall not constitute nor be deemed a release of the responsibility and liability of the ENGINEER, ENGINEER'S employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the OWNER for any defect in the designs, working drawings, and specifications or other documents prepared by the ENGINEER, ENGINEER'S employees, subcontractors, agents and consultants. Neither Party may be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to severe weather, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other military emergencies, or acts of the legislature, judiciary, or executive.

8.5 Compliance with Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, employees, and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City of McAllen, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. ENGINEER shall further obtain all permits and licenses required in the preparation of the work contracted for in any amendments to this agreement.

8.6 Right to Inspect. Any authorized representative of OWNER shall, at all reasonable times, have the right to inspect and examine the drawings, specifications and other contract documents at the ENGINEER'S office during the period of their preparation during CONSULTANT's normal operating hours.

ARTICLE 9. OTHER CONDITIONS OR SERVICES

9.1 CONSULTANT covenants with OWNER to use its skill, judgment and abilities to design the Project and to further the interests of OWNER in accordance with OWNER'S requirements and procedures, in accordance with the professional standards set forth in Article 9.2, and in consideration of all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. CONSULTANT represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that limit or prevent performance of the Services as of the effective date of this Agreement.

9.2 The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily exercised by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.

CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by CONSULTANT. OWNER acknowledges CONSULTANT will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. CONSULTANT shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction.

9.3 The services provided and, the terms and conditions of this Agreement, are for the sole benefit of OWNER and CONSULTANT, and nothing herein shall be construed to give any rights or benefits to third parties.

9.4 CONSULTANT represents, covenants and agrees that its Project drawings and specifications will be produced in accordance with the professional standards set forth in Article 9.2. The CONSULTANT'S responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the OWNER of the drawings and specifications nor shall the CONSULTANT be released from any liability by reason of such approval by the OWNER. CONSULTANT may rely on any documents or information forwarded by OWNER pursuant to Article 2 hereof.

9.5 The foregoing representations, covenants and agreements of CONSULTANT are in lieu of all other warranties and conditions expressed or implied. CONSULTANT hereby disclaims all warranties and conditions, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose.

9.6 It is understood and acknowledged by CONSULTANT that the City of McAllen, as a governmental entity, is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to the City of McAllen's indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations of other parties' liability; earnest money/deposits; confidentiality provisions; liens on city property; liquidated damages; waivers, disclaimers, and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Agreement (collectively, "Limitations"). All terms and conditions relating to the Limitations will only be binding on the City of McAllen to the extent permitted by the Constitution and laws of the State of Texas.

9.7 The Parties acknowledge and agree that each Party has been represented by an attorney or have had the opportunity to retain counsel of its choice and have participated jointly in negotiating, contributing, and preparing the terms and conditions in this Agreement. In any controversy, dispute or contest over the

meaning, interpretation, validity, or enforceability of this Agreement, or of any of its terms and conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any Party by virtue of that Party having prepared the document or any portion thereof. The Parties acknowledge and agree that any rule, law, opinion, or decision which interprets the rule of construction that ambiguities are resolved against the drafting Party shall have no application and is expressly waived by each Party. This Agreement shall be interpreted to its fair meaning with no presumption or burden of proof arising strictly in favor or against either Party.

9.8 If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of city, and if CONSULTANT is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, CONSULTANT affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code §808.001.

9.10 If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of the City of McAllen, and if CONSULTANT is a company, other than a sole proprietorship, with ten (10) or more fulltime employees, then pursuant to Texas Government Code §2274.002, CONSULTANT affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms “company” and “boycott energy companies” shall have the meanings described in Texas Government Code §809.001, and CONSULTANT verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade as-sociation or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Agreement, CONSULTANT shall immediately notify the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CITY OF McALLEN

CONSULTANT:

SHORT ELLIOTT HENDRICKSON, INC.

Isaac J. Tawil, City Manager

Shawn McMahon, P.E.,
Regional Practice Center Leader, Principal

ATTEST:

Perla Lara, TRMC, CPM, City Secretary

APPROVED AS TO FORM

Austin Stevenson, Interim City Attorney

EXHIBIT A: SCOPE OF SERVICES

McAllen International Airport
Terminal Expansion Scope of Services

1. Purpose of the scope

This document outlines the scope of services required for architectural design and engineering of the Terminal Expansion at the McAllen International Airport. This scope of work includes phases from preliminary/conceptual design through construction documents.

The project goal is to provide the McAllen International Airport with additional gate and overall terminal capacity to accommodate existing and future demand. The following design elements were recommended as part of the Terminal Planning Study and broken down into anticipated design deliverables:

Phase 1: Ticketing, Baggage, Restrooms, Administration Expansion and Commons Area, Checkpoint, Lower-Level FIS

This phase includes approximately 33,000 square feet of new construction and renovation of approximately 71,000 square feet of existing space. The estimated construction cost is \$71M.

• **Departures and Ticket Lobby Expansion:**

- Expand departures hall to the west, over top of existing lower level GAF and bag screening spaces
- Replace existing/add new ticket counters. Update back wall and extend conveyance systems. Add ATO, administration offices, and support spaces
- Expand the building to the north for new restrooms
- Add a new ticket lobby vestibule
- Expand the building to the south for administrative and support space

• **Arrivals and Baggage Claim Expansion:**

- Expand arrivals hall to the east, adding one new claim device and improved waiting areas
- Relocate baggage service office spaces, service elevator, and egress stair
- Remove existing restrooms and provide additional queue leading to existing checkpoint
- Remove and replace existing rental car counters
- Reposition rental car counters for additional storage and maximize queue

• **Restrooms:**

- Add new restrooms adjacent to the expanded ticket lobby and bag claim.
- Include amenities such as a nursing mother's room and family restroom with changing table.



Figure 1 - Expanded Ticking, Baggage and Restrooms

- **Security Screening Checkpoint:**

- Relocate the checkpoint to a centralized location with capacity for up to five lanes
- Utilize the central gathering area for the queue and improve the recompose area to prevent congestion
- Repurpose the old checkpoint area for new gate holdroom space, gate podium, and direct access to Gate 1
- Add new concession area between bag claim and new checkpoint queue
- Expand building to the west for a new elevator and stair core to serve lower-level FIS
- Expand TSA office and support spaces



Figure 2 - Relocated and Expanded TSA Checkpoint

- **International Arrivals/Customs and Border Protection (CBP):**

- Expand the FIS facility to include updated restrooms, an expanded queue, increased processing booth positions, and reconfigured support office spaces
- Add a centralized Central Command Center, an enlarged bag claim carousel, ~~and~~ an x-ray machine, and new conveyor equipment connecting to the new carousel
- Maintain a "bags last" configuration for processing

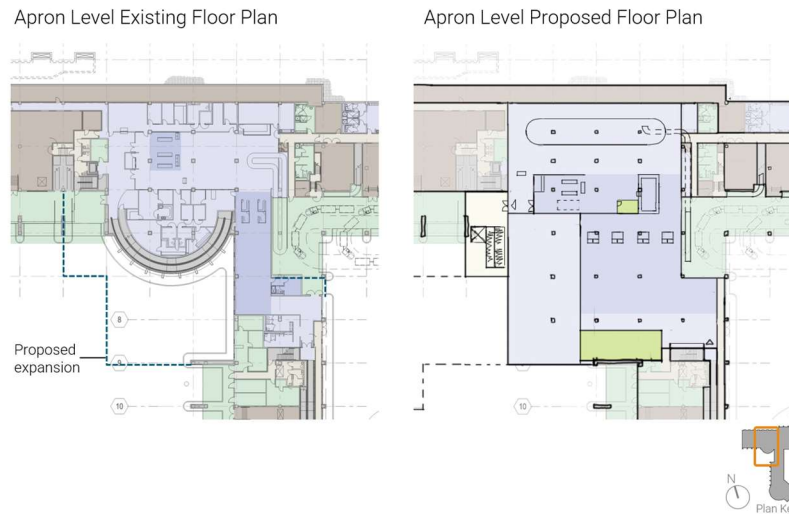


Figure 3 - Expanded and Renovated CBP Improvements (lower level)

- **Loading Dock and Baggage Handling Lay-down:**
 - Relocate the loading dock to the east to preserve delivery access
 - Expand baggage lay down area with new conveyor equipment serving the new claim device
- **Central Commons Expansion:**
 - Expand the building towards the curbside and create a high bay space extending to the new checkpoint entry
 - Provide lounge space and improve wayfinding with clear sight lines to the new checkpoint
 - Add new vestibule adjacent to the ticket lobby. Relocate the vestibule adjacent to the rental car offices, moving it closer to the curb to match the new ticket lobby vestibule.
-

Phase 2: Concourse Expansion

This phase includes approximately 61,195 square feet of new construction. The estimated construction cost is \$88M.

- **Concourse Improvements and Expansion:**
 - Expand the concourse to the west to support five new gates (four new, 1 relocated).

- Enhance gate holdroom lounges and add amenities which may include retail, restrooms, children's play area. Shell space to be provided for airline clubs, and concessions. The detailed architectural design for these amenities are not included in the design scope.
- Remove existing retail by gate 6 to expand seating areas and improve sight lines.

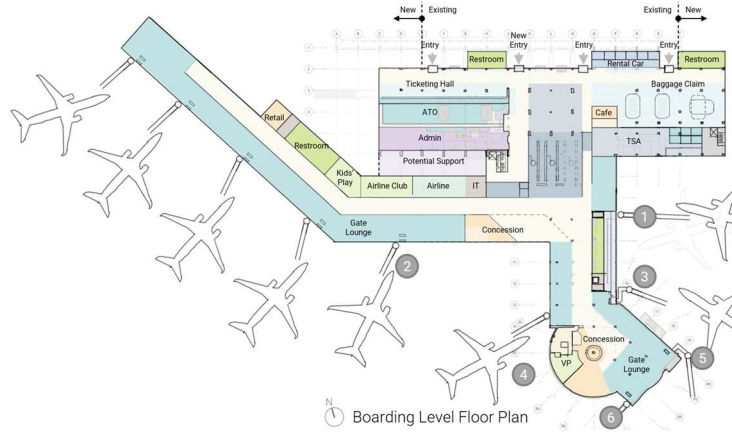


Figure 4 - New Concourse

The team will reference the “Terminal Planning Study Report” dated November 22, 2024, and meetings with the McAllen International Airport for updated programmatic requirements. For the project described above, the SEH team will provide:

- Preliminary Design
- Schematic Design
- Three phases of Final Design (Terminal Renovation and Expansion)
- Three phases of Construction Documents (Terminal Renovation and Expansion)
- Preliminary and Final Design for the Commercial Service Apron Expansion

Terminal Apron Expansion:

In addition to the building expansion and renovation, the project includes expansion of the terminal apron by 30,200 square yards. The future expansion will support the expanded concourse and additional parking for aircraft. The estimated total design and construction cost is \$17M.



Figure 5 - Terminal Apron Expansion

Detailed descriptions of each schedule are provided in each schedule's scope of work below.

SEH will develop the building element Construction Documents utilizing Building Information Modeling (BIM) with Autodesk Revit, utilizing Autodesk Construction Cloud. Site and Site Utility drawings will be developed utilizing Civil 3D.

It is our understanding LEED Certification will not be pursued. If the design intent changes, additional scope and effort may be required.

It is also understood that this project will utilize a Construction Manager at Risk (CMaR) delivery method. The design team will assist the City in developing the RFP for the CMaR selection. In addition, the design team will respond to questions received from the potential CMaRs and will attend a pre-selection meeting on site to allow potential CMaRs the opportunity to become familiar with the project. Finally, the design team will evaluate the received CMaR proposals and will provide a recommendation of award in partnership with City of McAllen and the Airport.

Once on board, SEH will meet with the CMaR every other week. During the design process, SEH will participate in meetings every other week with the CMaR to review project status, constructability, cost, schedule and phasing as necessary. It is understood that part of the CMaR's responsibilities will be evaluate project cost relative to budget and to offer value engineering suggestions if necessary.

SEH expects that the CMaR's initial cost estimate will be reasonably accurate and will be updated with each design milestone and will include contingencies commensurate with the level of design. Revisions requested after Schematic Design submittal that materially differ from the current design may constitute additional services.

2. Professional Services

The following professional disciplines are expected to play a significant role in the Terminal Expansion Scope of Services

- Prime Consultant (SEH)
- Terminal Architecture (Alliance)
- Supporting Architecture (The Warren Group)
- Accessibility (Open Doors Organization)
- Airside Civil Engineering (SEH and Perez)
- Landside Civil Engineering (Perez Consulting Engineers)
- Structural (SEH)

- Supporting Structural (Chanin Engineering)
- Mechanical, Plumbing, Fire Protection, IT, AV, Security, Access Control (Halff)
- Electrical (Halff)
- Lighting (SEH)
- Passenger Boarding Bridge (Aero Systems Engineering)
- Baggage System Engineering, Security Checkpoint Equipment coordination (Swanson Rink)
- Geotechnical Engineering (MEG Engineers)
- Cost Estimation (VISTARA Construction Services, Inc.)
- Wayfinding, Environmental Graphics (Entro Communications)
- Vertical Circulation (VDA)
- Art Consultant (Via Partnership)
- Survey and Subsurface Utility Exploration (Halff)

3. Scope of Services

The project includes services to cover multiple scopes and deliverables, from pre-design reviews to construction documents. To clarify each specific sub-scope of work, they have been presented as the following schedules:

Schedule A: Pre-design (14 weeks). The purpose of this phase is to establish a high-level framework for the expansion, including programmatic needs, site analysis, and a preliminary design concept. The pre-design phase will assess the terminal to learn the interdependencies of the renovation and expansion areas. This phase will focus on obtaining design data, reviewing existing data, and completing necessary assessments. Specific scopes for each subconsultant will be presented individually

Task 1.1: Project and Schedule Initiation

1. Project set-up and contracting. Includes coordination for Independent Fee Estimate review, city legal reviews, negotiations, contracting, and invoicing set up.
2. Develop a project management plan and project specific quality control program.
3. Review previous "Terminal Planning Study Report" dated November 22, 2024, and revisit project goals, site constraints, airport master plan, and FAA regulations. Develop a detailed program of requirements, including passenger flow, gate usage, and amenity needs.
4. Gather relevant data, including existing site documentation, utilities, and as-built information of the terminal.
5. Complete Airport Badging process for select individuals (assume 4 SEH staff).
6. Develop existing building model in Revit to illustrate design concepts.

Task 1.2: Site Analysis

1. Assess civil site conditions, utilities, access, and airside/landside integration on both land and airside.
2. Prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives. This includes evaluating proposed aircraft tail heights in their parked locations.
3. Site visits to the project site to review existing conditions and evaluate survey and record document data.
4. Evaluate gate parking positions and coordinate envelope standards with Owner and Airlines.

Task 1.3: Assessments

1. Complete required assessments, including civil, structural, mechanical, electrical, and passenger boarding bridge analysis. Provide technical memorandum of findings and recommendations.
2. Refine Architectural assessments from the Terminal Planning Study.
3. Required site visits. Structural and Electrical will visit site to complete site visit, review existing conditions, review airfield electrical vault, etc.
4. Deliverable will include an updated assessment for each discipline.

Task 1.4: Geotechnical Borings and Investigation

1. Coordinate with subconsultant to complete required geotechnical borings for terminal and concourse expansion areas.
2. Complete necessary OE/AAA coordination and safety planning to complete the borings.

Task 1.5: Concept Development

1. Provide three initial design concepts illustrating layout, architectural style, and gate configurations at a high level, encompassing the total terminal's improvements. Each discipline (structural, electrical, etc) will provide necessary input on each alternative.
2. Focus on passenger convenience, operational efficiency, and sustainability.
3. Incorporate considerations for passenger flow, accessibility, and compliance with FAA standards.
4. Complete viewshed analysis to verify Air Traffic Control Tower's sightlines.

Task 1.6: Concept Refinement

1. Collaborate with stakeholders to select and refine a preferred concept.
2. Complete concept refinement
3. Provide renderings, diagrams, and narratives to illustrate the design intent.

Task 1.7: Meetings

1. Complete Discovery Meeting with FAA to identify any FAA-owned equipment impacts from the overall project.
2. Complete Customs and Border Protection kick-off meeting.
3. Completing City coordination meeting for permitting.
4. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
5. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct bi-weekly external progress meetings with the full design team, including six subconsultant partners.
 - c. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - d. Conduct weekly airport coordination meetings. One meeting per month will be in person.
6. Stakeholder meetings included under Stakeholder Engagement task.

Task 1.8: Funding, Grant Applications and Planning

1. Coordination to assist the Airport apply for various funding opportunities, including FAA entitlement and discretionary grants, loan opportunities, congressionally directed spending, and other available resources.
2. Updating CIP funding plans.

Task 1.9: Construction Manager at Risk Selection

1. FAA coordination to gain FAA approval as the selected delivery method.

2. Assembling RFP for CMAR Selection – This task includes meeting with MFE and City staff and assembly of RFP documentation. SEH will assist the City in developing the RFP documentation.
3. Respond to CMAR Questions – This task includes responding to CMAR/contractor questions on the RFP including work scope and contract questions. Attend project introduction meetings to share information with potential contractors.
4. Pre-Selection Meeting – SEH will assist City of McAllen to schedule, plan, attend (Program Manager only), and lead a pre-selection meeting on site to allow prospective CMAR's the opportunity to become familiar with the project site, work scope, conditions, and schedule.
5. Proposal Evaluation and Award – This task includes evaluation of the CMAR proposals in coordination with the City of McAllen. One in-person meeting is planned to review the proposals in detail with City/Airport staff. SEH will provide a recommendation of award of Construction Manager at Risk to the Sponsor.

Task 1.10: Stakeholder Engagement and Public Involvement Plan

1. Development of a comprehensive Public Involvement Plan. This task includes a review/strategy meeting with City and Airport staff. The PIP will identify project stakeholders, outreach methods and tools and an anticipated schedule for outreach efforts. The PIP will be revised and adjusted following comments from City and Airport. The PIP will be updated periodically throughout the Terminal project and is meant to be a living document.
2. Conduct kickoff meetings with MFE and City leadership, airport operations, and stakeholders. Up to four meetings are included in this task. They are expected to be virtual or in person on days concurrent with other meetings.
3. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for the initial Schedule A.
4. Tenant/Stakeholder Pre-Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to four meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
5. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.

Task 1.11: Project Management

1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.
2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
3. Weekly written status updates to airport.

Schedule B: Schematic Design (SD) (20 weeks). The objective of this phase is to refine the selected concept into a more detailed design that begins to establish architectural, structural, and MEP systems. The SD phase will look at the entire facility holistically to identify the interdependencies of the renovation and expansion scope items. Upon completion of SD, the specific scopes for each design deliverable will be reevaluated based on funding available.

Task 2.1: Schedule Initiation.

1. Coordinate Notice-to-proceed for Schedule B scope of work
2. Update project management plan and project specific quality control program.

Task 2.2: Progress the Selected Concept.

1. Develop the chosen conceptual design into schematic layouts, showing general dimensions and functional areas.
2. Address future phasing impacts on operations.

Task 2.3: Existing Infrastructure and Engineering Coordination

1. Review of existing structural, mechanical, electrical, plumbing, and civil. Evaluate HVAC, electrical loads, and structural systems to support the expanded concourse. Evaluate both landside and airside civil and utility needs.

Task 2.4: Safety and Phasing Plan Development – Preliminary Planning

1. Develop preliminary phasing alternatives to keep airport operational during construction. Coordinate displaced aircraft parking, ground boarding operations (if any), vehicle parking, building access, security, ticketing and baggage, utility, fire suppression, and other phasing challenges during three specific phases of construction.
2. Deliver preliminary construction phasing plan for each design deliverable.

Task 2.5: Producing Deliverable Set for Pricing

1. Develop high level design elements.
2. Develop floor plans, sections, and elevations reflecting the approved concept of renovation and expansion, including structural.
3. Define key materials, structural systems, and mechanical systems. Review of existing structural, mechanical, electrical, plumbing, and airfield. Evaluate HVAC, electrical loads, and structural systems to support the expanded concourse.
4. Conduct preliminary code compliance and ADA accessibility reviews.
5. Complete QA/QC process with subconsultants and key stakeholders.

Task 2.6: Design Reviews

1. Complete two design reviews with airport and key stakeholders. The design reviews will include submittal of design documents, an in-person meeting with key staff, and documentation of meeting comments, decisions, and minutes.

Task 2.7: Meetings

2. Complete City coordination meeting to share ongoing progress, review code requirements, and discover specific City requirements. This meeting will be in person.
3. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
4. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct weekly external progress meetings with the full design team, including six subconsultant partners.
 - c. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - d. Conduct weekly airport coordination meetings. One meeting per month will be in person.
5. Stakeholder meetings included under Stakeholder Engagement task.

Task 2.8: Stakeholder Engagement and Public Involvement Plan

1. Update comprehensive Public Involvement Plan.
2. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for refined concept of Schedule B.

3. Tenant/Stakeholder Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to two meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
4. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.
5. Terminal display – SEH will create a terminal display informing public of upcoming changes to the terminal facility.
6. Conduct regular workshops with airport management and other stakeholders to align on design progress

Task 2.9: Funding, Grant Applications and Planning

3. Coordination to assist the Airport apply for various funding opportunities, including FAA entitlement and discretionary grants, loan opportunities, congressionally directed spending, and other available resources.
4. Updating CIP funding plans.

Task 2.10: Cost Estimating

1. Conduct subconsultant coordination meetings to clarify scope items for subconsultant to use in developing preliminary pricing, and review subconsultant-developed pricing set. Estimate provided by cost estimation subconsultant.

Task 2.11: Schematic Design Deliverable

1. Develop narrative report with supporting figures providing documentation of the design decisions made during schematic design.

Task 2.12: Project Management

1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.
2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
3. Weekly written status updates to airport.

Schedule C: Design Development – Bid Package 1 (DD-1) (20 weeks). This phase focuses on advancing the schematic design into a detailed design, including selection of materials and systems, and resolving technical details. The specific elements anticipated to be part of bid package 1 include:

- Work associated with renovation and expansion of the baggage and ticketing area.
- Gates 1 and 3 will be decoupled as part of this phase.
- Administrative area expansion

Task 3.1: Schedule Initiation.

1. Coordinate Notice-to-proceed for Schedule C scope of work
2. Update project management plan and project specific quality control program.

Task 3.2: Detailed Design Refinements

1. Develop detailed architectural floor plans, elevations, structural, and sections.

2. Finalize layouts for critical spaces such as gates, passenger areas, and support spaces.
3. Specify materials, finishes, and major equipment for the terminal expansion.
4. Develop sustainable and energy-efficient design strategies in detail.
5. Ensure compliance with FAA, ADA, local building codes, and other regulatory requirements.
6. Submit preliminary design documents to the FAA or other relevant agencies for feedback.
7. QA/QC

Task 3.3: Design Reviews

1. Complete 30% design review submittal. The design submittal will include an internal QA/QC process and submittal to Airport and City. This task includes effort to respond to comments developed at the design review meeting.
2. Complete 60% design review submittal. The design submittal will include an internal QA/QC process and submittal to Airport and City.
3. Complete 90% design review submittal (agency review set). The design submittal will include an internal QA/QC process and submittal to Airport, City and FAA.

Task 3.4: Engineering Systems Design

1. Develop detailed designs for structural, mechanical, electrical, plumbing, civil, and fire protection systems.
2. Coordinate utility connections and capacity requirements.

Task 3.5: Producing Deliverable Set for Pricing

1. Develop design elements
2. Develop floor plans, sections, and elevation
3. Define key materials, structural, mechanical, and electrical systems
4. Conduct code analysis
5. Complete QA/QC process with subconsultants and key stakeholders

Task 3.6: Cost Estimating Update

6. Conduct CMAR coordination meetings to clarify scope items for CMAR to use in developing preliminary pricing, and review CMAR-developed pricing set.
 - a. 30% Cost Estimate
 - b. 60% Cost Estimate
 - c. 90% GMP
7. CMAR attendance of team coordination meetings is assumed.

Task 3.7: Meetings

1. Complete City coordination meeting to share ongoing progress, review code requirements, and discover specific City needs. This meeting will be in person.
2. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
3. Complete the following review meetings:
 - a. 30 Percent Review.
 - b. 60 Percent Review.
 - c. 90 Percent Review.
 - d. 100 Percent Submittal.
4. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct weekly external progress meetings with the CMaR Partner firm.

- c. Conduct bi-weekly external progress meetings with the full design team, including six subconsultant partners.
 - d. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - e. Conduct weekly airport coordination meetings. One meeting per month will be in person.
5. Stakeholder meetings included under Stakeholder Engagement task.

Task 3.8: Stakeholder Engagement and Public Involvement Plan

- 1. Update comprehensive Public Involvement Plan.
- 2. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for refined concept of Schedule C.
- 3. Tenant/Stakeholder Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to two meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
- 4. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.

Task 3.9: Funding, Grant Applications and Planning

- 1. Coordination to assist the Airport apply for various funding opportunities, including FAA entitlement and discretionary grants, loan opportunities, congressionally directed spending, and other available resources.
- 2. Updating CIP funding plans.

Task 3.10: Design Narrative Deliverable

- 1. Develop narrative report with supporting figures providing documentation of the design decisions made during design of bid package 1.

Task 3.11: Customs and Border Protection Coordination.

- 1. Review of design standards for CBP facilities
- 2. Layout of proposed facilities meeting CBP criteria
- 3. 30 / 60 / 90 reviews with CBP staff
- 4. Three (3) on-site meetings with CBP to review requirements and designs

Task 3.12: Project Management

- 1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.
- 2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
- 3. Weekly written status updates to the airport.

Schedule D: Construction Documents Development – Bid Package 1 (CD-1) (36 weeks). This phase focuses on finalizing the design documents into bidding sets for coordination of bidding and contracting.

The specific elements anticipated to be part of bid package 1 include:

- Work associated with renovation and expansion of the baggage and ticketing area.
- Gates 1 and 3 will be decoupled as part of this phase.

Task 4.1: Schedule Initiation.

1. Coordinate Notice-to-proceed for Schedule D scope of work
2. Update project management plan and project specific quality control program.

Task 4.2: Contract Documents

1. Development contract documents – preparation of bidding and procurement information, in conjunction with CMAR firm, that describes the time place and conditions of bidding (coordinate with Airport standard procedures), form of agreement, conditions of contract for construction:

Task 4.3: Project Specifications Development

1. Development of project specifications to 60% level – create project manual for required specifications. Each discipline will submit their required specifications. Complete review with all disciplines. SEH to compile project manual.
2. Development of project specifications to 90% level – update project manual for required specifications. Each discipline will submit their required specifications. Complete review with all disciplines. SEH to compile project manual.

Task 4.4: Construction Plans

1. Development of construction plans to 30% level – Develop and publish construction plans for the project phase and complete 30% review. Each discipline will submit their required revised plans. SEH to compile plan set.
2. Development of construction plans to 60% level – Develop and publish construction plans for the project phase and complete 60% review. Each discipline will submit their required revised plans. SEH to compile plan set.
3. Development of construction plans to 90% level – Develop and publish construction plans for the project phase and complete 90% review. Each discipline will submit their required revised plans. SEH to compile plan set.

Task 4.5: Meetings

1. Complete City coordination meeting to share ongoing progress, review code requirements, and discover specific City requirements for upcoming construction. This meeting will be in person.
2. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
3. Complete the following review meetings:
 - a. Construction Document review.
4. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct weekly external progress meetings with the CMaR Partner firm.
 - c. Conduct bi-weekly external progress meetings with the full design team, including six subconsultant partners.
 - d. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - e. Conduct weekly airport coordination meetings. One meeting per month will be in person.
5. Stakeholder meetings included under Stakeholder Engagement task.

Task 4.6: Stakeholder Engagement and Public Involvement Plan

1. Update comprehensive Public Involvement Plan.
2. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for refined concept of Schedule C.

3. Tenant/Stakeholder Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to two meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
4. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.

Task 4.7: Project Management

1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.
2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
3. Weekly written status updates to airport.

Schedule E: Design Development – Bid Package 2 (DD-2) (20 weeks). This phase focuses on advancing the schematic design into a detailed design, including selection of materials and systems, and resolving technical details. The specific scope of this work is the expansion of the concourse to allow for four additional gates.

Task 5.1: Schedule Initiation.

1. Coordinate Notice-to-proceed for Schedule B scope of work
2. Update project management plan and project specific quality control program.

Task 5.2: Detailed Design Refinements

1. Develop detailed architectural floor plans, elevations, and sections.
2. Finalize layouts for critical spaces such as gates, passenger areas, and support spaces.
3. Specify materials, finishes, and major equipment for the concourse expansion.
4. Develop sustainable and energy-efficient design strategies in detail.
5. Ensure compliance with FAA, ADA, local building codes, and other regulatory requirements.
6. Submit preliminary design documents to the FAA or other relevant agencies for feedback.
7. QA/QC

Task 5.3: Design Reviews

1. Complete 30% design review submittal. The design submittal will include an internal QA/QC process and submittal to Airport and City. This task includes effort to respond to comments developed at the design review meeting.
2. Complete 60% design review submittal. The design submittal will include an internal QA/QC process and submittal to Airport and City.
3. Complete 90% design review submittal (agency review set). The design submittal will include an internal QA/QC process and submittal to Airport, City and FAA.

Task 5.4: Engineering Systems Design

1. Develop detailed designs for structural, mechanical, electrical, plumbing, and fire protection systems.
2. Coordinate utility connections and capacity requirements.

Task 5.5: Producing Deliverable Set for Pricing

1. Develop design elements
2. Develop floor plans, sections, and elevation

3. Define key materials, structural, mechanical, and electrical systems
4. Conduct code analysis
5. Complete QA/QC process with subconsultants and key stakeholders

Task 5.6: Cost Estimating Update

1. Conduct CMAR coordination meetings to clarify scope items for CMAR to use in developing preliminary pricing, and review CMAR-developed pricing set.
 - a. 30% Cost Estimate
 - b. 60% GMP
 - c. 90% Cost Estimate
2. CMAR attendance of team coordination meetings is assumed.

Task 5.7: Meetings

1. Complete City coordination meeting to share ongoing progress, review code requirements, and discover specific City needs. This meeting will be in person.
2. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
3. Complete the following review meetings:
 - a. 30 Percent Review.
 - b. 60 Percent Review.
 - c. 90 Percent Review.
 - d. 100 Percent Submittal.
4. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct weekly external progress meetings with the CMAR Partner firm.
 - c. Conduct weekly external progress meetings with the full design team, including six subconsultant partners.
 - d. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - e. Conduct weekly airport coordination meetings. One meeting per month will be in person.
5. Stakeholder meetings included under Stakeholder Engagement task.

Task 5.8: Stakeholder Engagement and Public Involvement Plan

1. Update comprehensive Public Involvement Plan.
2. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for refined concept of Schedule C.
3. Tenant/Stakeholder Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to two meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
4. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.

Task 5.9: Design Narrative Deliverable

1. Develop narrative report with supporting figures providing documentation of the design decisions made during design of bid package 3.

Task 5.10: Project Management

1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.

2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
3. Weekly written status updates to airport.

Schedule F: Construction Documents Development – Bid Package 2 (CD-3) (36 weeks). This phase focuses on advancing the schematic design into a detailed design, including selection of materials and systems, and resolving technical details. The specific scope of this work is the expansion of the concourse to allow for four additional gates.

Task 6.1: Schedule Initiation.

3. Coordinate Notice-to-proceed for Schedule B scope of work
4. Update project management plan and project specific quality control program.

Task 6.2: Contract Documents

1. Development of contract documents – preparation of bidding and procurement information, in conjunction with CMAR firm, that describes the time place and conditions of bidding (coordinate with Airport standard procedures), form of agreement, conditions of contract for construction:

Task 6.3: Project Specifications Development

1. Development of project specifications – create project manual for required specifications. Each discipline will submit their required specifications. SEH to compile project manual.

Task 6.4: Construction Plans

1. Development of construction plans – Develop and publish construction plans for the project phase. Each discipline will submit their required revised plans. SEH to compile plan set.

Task 6.5: Meetings

1. Complete City coordination meeting to share ongoing progress, review code requirements, and discover specific City needs for upcoming construction. This meeting will be in person.
2. Present Concept Design Process to the City Commission
 - a. Includes travel, preparation and in-person presentation to City Commission.
3. Complete the following review meetings:
 - a. Construction Document review.
4. Recurring meetings, including:
 - a. Conduct weekly internal progress meetings with the SEH project design team.
 - b. Conduct weekly external progress meetings with the CMaR Partner firm.
 - c. Conduct weekly external progress meetings with the full design team, including six subconsultant partners.
 - d. Conduct monthly virtual FAA coordination meetings. One meeting will be in person at the FAA ADO office.
 - e. Conduct weekly airport coordination meetings. One meeting per month will be in person.
5. Stakeholder meetings included under Stakeholder Engagement task.

Task 6.6: Stakeholder Engagement and Public Involvement Plan

1. Update comprehensive Public Involvement Plan.
2. Project flyers and one pagers. SEH will prepare up to two project one-pagers or flyers that can be used to support stakeholder engagement efforts for refined concept of Schedule C.

3. Tenant/Stakeholder Design Meetings – This task includes meetings with various tenant stakeholder groups. The task will include up to two meetings, held on the same day, with airlines, car rental agencies, concessionaires and others.
4. Website updates – SEH will provide a project summary and introduction that can be posted on the projects page of the airport's website.

Task 6.7: Project Management

1. This task includes internal and external project coordination and administration, progress reports, miscellaneous meetings, budget updates and monthly invoices.
2. Subconsultant Coordination. This task includes management of the subcontractors selected to perform work included in this proposal. This task includes scoping, contracting, invoicing and quality control.
3. Weekly written status updates to airport.

Schedule I: Apron Expansion Preliminary and Final Design – (36 weeks, concurrent).

This project will involve expanding the commercial service apron area to ultimately allow for the expansion of the terminal building to increase capacity and increase space for proposed aircraft gates.

The Terminal Apron expansion project will include the removal of the existing U.S. Customs apron pavement and the removal of some access road pavement. The project will expand the existing terminal apron to the west and create space for the terminal expansion, additional gates and aircraft movements. This project will include the construction of approximately 290,000 square feet of concrete apron.

With this increase in impervious surface area, stormwater control measures will be implemented and the drainage system will be analyzed (by subconsultant). It is anticipated that Schedule I (Apron Expansion) could be a standalone grant application funded with FAA- AIP funding.

Project Schedule:

See attached schedule.

Project Deliverables:

1. Project Formulation
2. Preliminary Design
3. Engineers Design Report for Terminal Apron Expansion
4. Plan drawings for Terminal Apron Expansion
5. Construction bidding documents for Terminal Apron Expansion
6. FAA Construction plans and specifications review
7. Quality Control reviews
8. Project management and meetings

This work scope includes:

Work Element 1: Project Formulation

Task 1.1 – Scoping, Review, and Coordination – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the McAllen International Airport (sponsor) to develop the

appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scope of work will be presented to FAA and for review and will be updated based on input received.

Task 1.2 – Project Formulation – SEH will complete cost breakdowns and eligibility determinations for the approved scope of work. Specifically, SEH will break the project into FAA eligible and ineligible scopes of work to enable accurate data for the FAA grant application.

Task 1.3 – FAA Grant Initiation Documentation – SEH will complete the project and grant pre-application documentation, associated preliminary cost breakdowns, and preliminary eligibility determinations.

Work Element 2: Preliminary Design

Task 2.1 – Geotechnical Analysis/Borings – Forty-one (41) geotechnical borings will be drilled in the location of the proposed apron pavement per FAA pavement design criteria. SEH will provide escorting and oversight during the drilling. The boring logs and narrative report will be used to develop the pavement design and the typical section for the terminal apron area. The scope of work includes development and submittal of the FAA Form 7460 for completion of the boring scope of work. (See attached Figure 2 reflecting the proposed boring locations.)

Task 2.2 – Topographic Survey – A topographic survey will be completed in the area of the proposed terminal apron expansion area. Survey will include all pavement grades, pavement edges, drainage structures, utility information, airfield lighting, and other necessary features. SEH will coordinate the survey work completed by subconsultant.

Task 2.3 – Utility Investigation – Coordinate Subsurface Utility Exploration completed by subconsultant.

Work Element 3: Engineer's Design Report

Task 3.1 – General Scope of Work – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, and historical background on the proposed project.

Task 3.2 – Photographs – SEH will coordinate with McAllen staff to capture photographs of representative areas of existing site conditions. The photographs will be included within the report.

Task 3.3 – Applicable AIP Standards – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for the proposed terminal apron pavement will be displayed in table format for airplane design group, approach category, runway safety area and object free area dimensions, geometric values and surface gradients.

Task 3.4 – Airport Operational Safety Considerations – SEH will develop a Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

Task 3.5 Pavement Design – SEH will utilize pavement cores, soil borings and the geotechnical evaluation and report to evaluate the underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design and alternatives. (FAARFIELD program results and FAA Form 5100-1 will be included as part of the report.) Existing pavement removal/reuse options will be explored. Subgrade conditions will be evaluated. In addition, the document will use the critical design aircraft for pavement design.

Task 3.6 – Drainage Design – SEH will conduct a site visit, inspection and evaluation of the existing drainage and subsurface drainage systems. Delineation of the drainage area and

stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features.

Task 3.7 – Airfield Electrical Design – The SEH design team will evaluate the existing airfield electrical utilities in the proposed apron area. The SEH team will confirm any requirements for the installation of new pavement edge lighting systems and airfield signage. The preliminary apron layout and airfield signage will be designed by SEH.

Task 3.8 – Pavement Marking – SEH will develop a preliminary pavement marking plan and details to be included in the report. Coordination with FAA Part 139 inspector for the marking plan will also be included in this task.

Task 3.9 – Environmental Considerations – A Categorical Exclusion (CATEX) for the terminal apron expansion has been approved. SEH will identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. SEH will coordinate with City of McAllen for any permitting requirements.

Task 3.10 – Existing Utilities – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of the terminal apron expansion.

Task 3.11 – Miscellaneous Work Items – SEH will provide a narrative to address other work components of the project, such as turf establishment, erosion control, site access, and other related work items.

Task 3.12 – Life Cycle Cost Analysis – SEH will complete Life Cycle Cost Analysis for the determination of pavement type for the terminal apron.

Task 3.13 – Modification to AIP Design Standards – No modifications to design standards are anticipated, but this task will explore the preliminary design to confirm that no modifications to design standards will be requested.

Task 3.14 – AIP Non-eligible Work Items – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

Task 3.15 – Disadvantaged Business Enterprise (DBE) – The DBE goals the terminal apron expansion project will be documented.

Task 3.16 – Project Schedule – SEH will develop a schedule and associated chart to identify the project schedule specific to the terminal apron expansion, and milestones during the design and bidding process.

Task 3.17 – Engineer's Estimate of Probable Cost – SEH will provide an itemized summary of the engineer's estimate of probable construction costs. If any ineligible work components are identified they will be called out separately.

Task 3.18 – Preliminary Project Budget – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

Work Element 4: Plan Drawings for Terminal Apron Expansion

Final design and plan drawings for the Terminal Apron Expansion project will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in developing the plan set. Other applicable ACs, FAA Orders, Regulations, and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

Task 4.1 – Environmental Coordination and Permits – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the

Engineer's Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- TCEQ and NPDES permit application
- City of McAllen Stormwater permit
- Stormwater Pollution Prevention Plan (SWPPP)

Task 4.2 – Construction Safety and Phasing Plan Development – SEH will create a Construction Safety and Phasing Plan (CSPP). SEH will meet with airport staff, airfield tenants, and users to evaluate potential risks and determine appropriate mitigation tactics. The CSPP will determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded for FAA airspace review. A Construction Safety Plan Narrative will also be created to complement the CSPP.

Task 4.3 – 7460 Airspace Determination Review – SEH will submit the required airspace data on the FAA's OE/AAA website for an airspace determination. Submitted data will include a 7460 drawing with points of interest, the CSPP developed as part of Task 4.2, the safety plan narrative document, and any other requested information by FAA. This task also includes any revisions or updates requested by the FAA.

Task 4.4 – Detailed Final Design – The detailed final design will include the establishment of the apron pavement plan and profile, grading, pavement design, concrete jointing plan, and topographic survey analysis, drainage design, and other related project elements.

Task 4.5 – Construction Plan Sheets – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Construction Signage Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Storm Sewer Plan and Profile
- Stormwater Management Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details
- Grading Plan
- Pavement Plan/Profile drawings
- Alignment Plan
- Concrete Pavement Joint Plan and Details
- Pavement Elevation Plan Sheets
- Pavement Marking Plan and Details
- Standard Plates
- Cross Sections
- Airfield Electrical Layout and Details

Task 4.6 – Quality Control Site Visit – SEH will conduct one quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

Work Element 5: Construction Bidding Documents for Terminal Apron Expansion

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

Task 5.1 – Construction Bidding Documents – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications and special provisions.

Task 5.2 – Bidding Services – SEH will assist the owner with obtaining construction bids for proposed construction, potentially through the use of CMaR. SEH will prepare and/or assist with the Advertisement of Bids and coordinate advertisement, distribute bid documents to contractors, respond to questions from contractors throughout the bidding process, issuance of addenda as needed, issuance of addenda to adjust construction documents, attend the virtual pre-bid meeting to discuss project elements, and attend the virtual bid opening. SEH will assist the sponsor with tabulating the bid results. SEH will provide a recommendation of the award of the contractor to the sponsor and assist with requesting an FAA for the project. SEH will prepare a draft construction contract for Client and Contractor review and execution.

Task 5.3 – Construction Management Plan – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines.

Work Element 6: FAA Construction Plans and Specifications Full Review

Task 6.1 – FAA Coordination – SEH will coordinate with the FAA to submit a 90% complete set of construction plans and specifications for FAA review.

Task 6.2 – Completion of Appendix 3, “Full Review Guide” – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications.

Task 6.3 – Review and Address FAA Comments – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

Work Element 7: Quality Control Reviews

Quality Control includes the following tasks:

Task 7.1 – Quantity Calculations and Final Engineer’s Estimate –This task includes the finalization of quantities associated with the project for use in the bid package. A final engineer’s estimate using these quantities is also included. CMaR will be utilized in cost estimation.

Task 7.2 – Quality Control Reviews –This task includes quality control reviews of the project plans and specifications, quantity determinations, and construction cost estimates. An on-site plan review with McAllen Airport staff is included.

Work Element 8: Project Management – This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 8.1 – Design Team Meetings –This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated that there will be 18 design meetings. These are anticipated to be on-line virtual meetings, and include the CMaR.

Task 8.2 – Agency Meetings –This task includes monthly meetings by the design team, FAA ADO, McAllen Airport staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated that there will be four, one-hour agency virtual meetings, attended by PM, PE, and Planner. These are anticipated to be online virtual meetings.

Task 8.3 – McAllen Airport Staff Meetings – This task includes bi-weekly meetings by the project team leads and McAllen Airport staff to discuss project elements, schedule, issues, and provide coordination between team members. Eight (8) meetings are anticipated, with attendance by Principal, Project Manager, and Planner. These are anticipated to be a mix of in person and online meetings.

Task 8.4 – McAllen Tenant Meetings – This task includes attendance at McAllen tenant meetings to keep airport users apprised of the project and schedule. Two (2) meetings are anticipated. These are anticipated to be online meetings and attended virtually.

Task 8.4 – Subconsultant Coordination – This task includes the management of the subconsultants selected to perform the work included in this proposal. This task includes scoping, contracting, invoicing, and quality control.

Task 8.5 – Overall Project Management – This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, progress reports, budget updates, monthly invoices, and contract negotiation.

Subconsultants performing work under this proposal (Schedule I) include the following:

1. **MEG Engineers.** All geotechnical engineering associated with the project will be performed by MEG Engineers out of Pharr, Texas.
2. **Perez Engineering Company.** Drainage Design will be completed by PCE, out of McAllen, TX.

Schedule I's work scope does not include:

1. Construction administration and observation

EXHIBIT B-1: DETAILED FEE BREAKDOWN

McAllen International Airport Terminal Expansion and Renovation
Design Fee Detailed Summary
17-Feb-25

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	Terminal Design Summary (Schedule A - F)	I-Apron Design 36 weeks
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000		\$ 15,700,000
Design Element	Firm Name							
Proj Mgmt, Airside Civil, Lighting, Structural	SEH	\$ 392,700.00	\$ 321,900.00	\$ 703,600.00	\$ 556,900.00	\$ 877,000.00	\$ 649,100.00	\$ 3,501,200.00
Supporting Structural	Chanin	\$ 16,807.00	\$ 13,235.00	\$ 16,750.00	\$ -	\$ 8,375.00	\$ -	\$ 55,167.00
Landside & Airside Civil	PCE	\$ 15,500.00	\$ 14,200.00	\$ 19,600.00	\$ 14,100.00	\$ 14,400.00	\$ 10,700.00	\$ 88,500.00
PBB Design	Aero Systems	\$ 62,318.00	\$ -	\$ -	\$ -	\$ 92,215.00	\$ 76,364.00	\$ 230,897.00
Cost Estimation	Vistara	\$ -	\$ 78,761.00	\$ -	\$ -	\$ -	\$ -	\$ 78,761.00
Geotechnical	MEG Engineers	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
MEP, ICT, Survey	Half	\$ 179,854.00	\$ 192,775.00	\$ 315,066.00	\$ 764,793.00	\$ 352,510.00	\$ 803,945.00	\$ 2,608,943.00
Architecture	Alliance	\$ 354,820.00	\$ 1,176,830.00	\$ 442,660.00	\$ 701,775.00	\$ 552,670.00	\$ 972,430.00	\$ 4,201,185.00
Supporting Architecture	The Warren Group	\$ 103,164.00	\$ 407,279.00	\$ 285,933.00	\$ 748,622.00	\$ 251,678.00	\$ 572,857.00	\$ 2,369,533.00
Baggage	Swanson Rink	\$ 84,405.00	\$ 144,840.00	\$ 99,865.00	\$ 116,975.00	\$ -	\$ -	\$ 446,085.00
Vertical Circulation	VDA	\$ 5,054.00	\$ 6,178.00	\$ 11,232.00	\$ 11,232.00	\$ -	\$ -	\$ 33,696.00
Accessibility	Open Doors	\$ 5,096.00	\$ 4,680.00	\$ 8,320.00	\$ 3,640.00	\$ 4,368.00	\$ 4,200.00	\$ 30,304.00
Art	Via Partnership	\$ -	\$ 3,744.00	\$ 16,016.00	\$ -	\$ -	\$ -	\$ 19,760.00
Wayfinding	Entro	\$ 36,210.00	\$ 40,188.00	\$ 74,200.00	\$ 74,052.00	\$ 37,500.00	\$ 36,210.00	\$ 298,360.00
Total Design Fee		\$ 1,415,928.00	\$ 2,404,610.00	\$ 1,993,242.00	\$ 2,992,089.00	\$ 2,190,716.00	\$ 3,125,806.00	\$ 14,122,391.00

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by Schedule

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000
Total Design Fee	\$ 1,415,928.00	\$ 2,404,610.00	\$ 1,993,242.00	\$ 2,992,089.00	\$ 2,190,716.00	\$ 3,125,806.00	\$ 1,258,073.00

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by DBE Status

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks	Total Design
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000	\$ 15,380,464
Total Non-DBE Design Fee	\$ 1,120,457.00	\$ 1,891,135.00	\$ 1,670,959.00	\$ 2,229,367.00	\$ 1,916,263.00	\$ 2,542,249.00	\$ 1,013,824.00	\$ 12,384,254.00
Total DBE Design Fee	\$ 295,471.00	\$ 513,475.00	\$ 322,283.00	\$ 762,722.00	\$ 274,453.00	\$ 583,557.00	\$ 244,249.00	\$ 2,996,210.00
DBE Participation Percentage	21%	21%	16%	25%	13%	19%	19%	19%

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by Local Status

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks	Total Design
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000	\$ 15,380,464
Total Non-Local Design Fee	\$ 940,603.00	\$ 1,777,121.00	\$ 1,355,893.00	\$ 1,464,574.00	\$ 1,563,753.00	\$ 1,738,304.00	\$ 997,100.00	\$ 9,837,348.00
Total Local Design Fee	\$ 475,325.00	\$ 627,489.00	\$ 637,349.00	\$ 1,527,515.00	\$ 626,963.00	\$ 1,387,502.00	\$ 260,973.00	\$ 5,543,116.00
Local Firm Participation Percentage	34%	26%	32%	51%	29%	44%	21%	36%

EXHIBIT C: PROJECT SCHEDULE

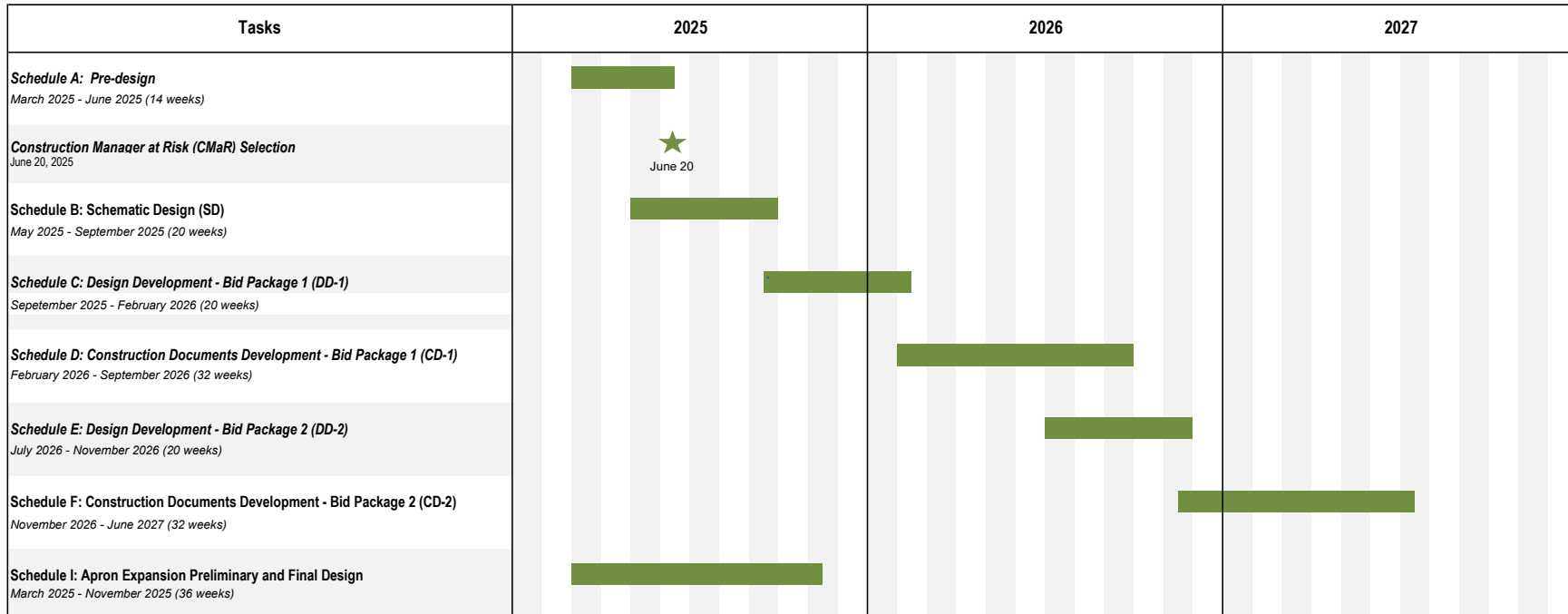


Terminal Expansion

McAllen International Airport (MFE)
McAllen, Texas

Project Schedule

February 10, 2025



Note: All dates subject to change and highly dependent on project funding. Schedule is meant to provide high level overview for scoping and planning purposes.

EXHIBIT D: TITLE VI ASSURANCES

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

EXHIBIT D (continued)

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



SCHEDULE B - SCHEMATIC DESIGN
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
MCALLEN, TEXAS

Task No.	Task Description	Principal	Program Manager/Project Manager	Assistant Project Manager	Senior Airport Engineer	Airport Engineer (PE)	Airport Engineer (ET)	Airport CAD/REVIT Tech	Senior Airport Planner	Airport Planner	Senior Structural Engineer	Structural Engineer (PE)	Structural Engineer (ET)	Structural CAD/REVIT Tech	Senior Electrical Engineer	Electrical Engineer (PE)	Electrical Engineer (ET)	Electrical CAD/REVIT Tech	Senior Scientist	Graphics Designer	GIS	Manager Assistant / Accounting	Admin Professional	Task Total
Schedule B - Schematic Design																								
Task 2.1 Schedule Initiation																								
2.1.1	Coordinate Notice to Proceed		4																			4		4
2.1.2	Update PMP and GAGC Program	4	4	4																				16
Task 2.2 Progress the Selected Concept																								
2.2.1	Develop the chosen conceptual design	2	2	2					2		4	12	40	24	30	5	5	12						140
2.2.2	Address future phasing impacts on operations		8						8						10	5								31
Task 2.3 Existing Infrastructure and Engineering Coordination																								
2.3.1	Review existing structural, MEP, and Civil needs		4	8						8	16	24			20									80
Task 2.4 Safety and Phasing Plan Development - Preliminary Ph																								
2.4.1	Develop prelin phasing alternatives		8						8	8	8	24	8		80	20	5		12					181
2.4.2	Deliver preliminary construction phasing plan for each				4	4	4	4	4	4					20	5		12						61
Task 2.5 Producing Deliverable Set for Pricing																								
2.5.1	Develop high level design elements		2							4	8				4		5							23
2.5.2	Develop Floor plans, sections, and elevations		2											160										160
2.5.3	Define key materials, structural, and mechanical systems		2							4	4	24			6		5							
2.5.4	Conduct prelin code analysis		2								4				10		5							
2.5.5	Complete GAGC process with subconsultants and key stakeholders	2	4							8	16													30
Task 2.6 Design Reviews																								
2.6.1	Complete two design reviews with airport and/or		16						8															24
Task 2.7 Meetings																								
2.7.1	City Coordination meeting for permitting		4						4															
2.7.2	Present concept design process to City Commission		4						8		24													
2.7.3.1	Recurring meetings (weekly internal design)		20			10	10					20	20											
2.7.3.2	Recurring meetings (bi-weekly external design)		10				10					10	10											
2.7.3.3	Recurring meetings (monthly FAA coordination)		5	5																				
2.7.3.4	Recurring meetings (weekly airport coordination)		20	20																				
Task 2.8 Stakeholder Engagement and Public Involvement Plan																								
2.8.1	Update comprehensive PIP	1	2	6					8															17
2.8.2	Project flyers and one-pagers			8		8					16													
2.8.3	Tenant/Stakeholder design meetings	2	2	6						6														
2.8.4	Website updates		2			8				12														
2.8.5	Terminal display			4		8				8														
2.8.6	Regular workshops with airport management	4	4	4						4														16
Task 2.9 Funding, Grant Applications and Planning																								
2.9.1	Grant application coordination and application	2	2				4			4														
2.9.2	Update CIP funding plans	2	2				4			4														
Task 2.10 Cost estimating																								
2.10.1	Conduct discipline and subconsultant submittal for		8								4	16												28
Task 2.11 Schematic Design Deliverable																								
2.11.1	Narrative deliverable	4	8							4	16	24											8	64
Task 2.12 Project Management																								
2.12.1	Project management	4	20	10																		4	4	42
2.12.2	Subconsultant coordination	4	10	20																		4	4	42
2.12.3	Weekly written status updates		10	20			4																	
Total hours per labor category		56	189	94	4	38	36	4	42	74	64	134	166	264	120	20	20	36	0	0	0	12	24	1397

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Estimation
Principal	56	\$92.03	\$5,153.62
Program Manager/Project Manager	189	\$89.88	\$16,987.32
Assistant Project Manager	94	\$72.22	\$6,788.59
Senior Airport Engineer	4	\$85.47	\$341.88
Airport Engineer (PE)	38	\$96.08	\$3,633.06
Airport Engineer (ET)	36	\$49.22	\$1,772.08
Airport CAD/REVIT Tech	4	\$90.54	\$362.16
Senior Airport Planner	42	\$92.03	\$3,865.37
Airport Planner	74	\$59.22	\$4,380.47
Senior Structural Engineer	64	\$78.30	\$4,998.34
Structural Engineer (PE)	134	\$70.25	\$9,413.42
Structural Engineer (ET)	166	\$46.20	\$7,689.20
Structural CAD/REVIT Tech	264	\$47.13	\$12,443.51
Senior Electrical Engineer	120	\$71.16	\$8,539.16
Electrical Engineer (PE)	20	\$62.69	\$1,253.73
Electrical Engineer (ET)	20	\$53.44	\$1,069.86
Electrical CAD/REVIT Tech	36	\$47.16	\$1,691.65
Senior Scientist	0	\$42.00	\$0.00
Graphics Designer	0	\$36.75	\$0.00
GIS	0	\$36.75	\$0.00
Project Manager Assistant / Accounting	12	\$47.37	\$568.39
Admin Professional	24	\$39.57	\$957.68

Total Direct Labor Costs: \$90,139.61
*Direct Labor Costs assume work is completed May 2025 through September 2025
Labor and Administrative Overhead (1.31%)

Total Labor Costs \$301,731.77

ESTIMATE OF EXPENSES:

Labor Expenses	Quantity	Rate	Estimation
Equipment usage - Technology	1,397	\$6.00	\$8,382.00
Mileage	100	\$0.70	\$70.00
Flight	11	\$700.00	\$7,700.00
Hotel	16	\$205.00	\$3,280.00
Meal (GSA rate)	16	\$68.00	\$1,088.00

Total Expenses \$20,520.00

SUMMA Total Labor Costs + Expenses + Fee

\$321,903.77

Estimated Total

\$321,900.00



SCHEDULE C - DESIGN DELIVERABLE 1 (DD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
MCALLEN, TEXAS

Task No.	Task Description	Principal	Program Manager/Project Manager	Assistant Project Manager	Senior Airport Engineer	Airport Engineer (PE)	Airport Engineer (ET)	Airport CAD/REVIT Tech	Senior Airport Planner	Airport Planner	Senior Structural Engineer	Structural Engineer (PE)	Structural Engineer (ET)	Structural CAD/REVIT Tech	Senior Electrical Engineer	Electrical Engineer (PE)	Electrical Engineer (ET)	Electrical CAD/REVIT Tech	Senior Scientist	Graphics Designer	GIS	Manager/Assistant / Accounting	Admin Professional	Task Total
Schedule C - Design Deliverable 1																								
Task 3.1 Schedule Initiation																								
3.1.1	Coordinate Notice to Proceed		4																			8	8	20
3.1.2	Update PMP and QA/QC Program	8	8	8																			8	32
Task 3.2 Detailed Design Refinements																								
3.2.1	Develop detailed plans		2			6									20	20	20	20						88
3.2.2	Finalize layout		8													5	5	5	5					
3.2.3	Specify materials, finishes, and major equipment		1		2											2	2	2	2					
3.2.4	Develop sustainable and energy efficient design		1		2																			
3.2.5	Ensure compliance with FAA, AIA, local building codes		1		4																			
3.2.6	Submit prelim design documents to FAA/agencies		4				4																	
3.2.7	QA/QC	2	8	8																				18
Task 3.3 Design Reviews																								
3.3.1	Complete 30% design review submittal		4		4		16				20			146	16	20	20	25					4	274
3.3.2	Complete 60% design review submittal		4		4		16				40			252	10	10	10	15					4	
3.3.3	Complete 90% design review submittal (agency review)		4		4		16				72			324		4	4	4					4	
Task 3.4 Engineering Systems Design																								
3.4.1	Develop detailed designs	4	4	2	2	4	4					129	360		5			7						517
3.4.2	Coordinate utility corrections and capacity requirements		4		4	4	4								5									21
Task 3.5 Producing Deliverable Set for Pricing																								
3.5.1	Develop design elements		1		2						8	16												27
3.5.2	Develop Floor plans, sections, and elevations		1		2								240					2						245
3.5.3	Define key materials, structural, and mechanical systems		1		2						16	44	64											
3.5.4	Conduct code analysis		2			6						16												
3.5.5	Complete QA/QC process with subconsultants and key stakeholders	2	4	8					2		16	48												80
Task 3.6 Cost Estimating Update																								
3.6.1	Conduct CMAR coordination meetings	8	16						8			8	32											
Task 3.7 Meetings																								
3.7.1	City Coordination meeting for permitting		8	4	8						24													
3.7.2	Present concept design process to City Commission	8	8																					
3.7.3	Complete required review meetings		16																					
3.7.3.1	Recurring meetings (weekly internal design)		20			10	20		10	10		20	20	10	5									
3.7.3.2	Recurring meetings (CMAR firm)		10						10															
3.7.3.3	Recurring meetings (bi-weekly external design)		10	10	10																			
3.7.3.4	Recurring meetings (monthly FAA coordination)	4	4									10	10	5	5									
3.7.3.5	Recurring meetings (weekly airport coordination)	20	20																					
Task 3.8 Stakeholder Engagement and Public Involvement Plan																								
3.8.1	Update comprehensive PIP		2						4	4										2				12
3.8.2	Project flyers and one-pagers		2							4										2				
3.8.3	Toward/launcher design meetings		2							4														
3.8.4	Website updates		2							4										2				
Task 3.9 Funding, Grant Applications and Planning																								
3.9.1	Grant application coordination and application	2	2				4			4														
3.9.2	Update CIP funding plans	2	2				4			4														
Task 3.10 Design Narrative Deliverable																								
3.10.1	Narrative deliverable		20			8	8		16	16													16	84
Task 3.11 Customs and Border Protection Coordination																								
3.11.1	Review of Design Standards for CBP Facilities		4		4																	8	8	24
3.11.2	Layout of proposed facilities		2		2	2	2	2														8	8	26
3.11.3	30/60/90 reviews with CBP Staff		8		8	8	8																	
3.11.4	Three (3) on-site meetings with CBP to review		20		20		8																	
Task 3.12 Project Management																								
3.12.1	Project management	8	40	20																		8	8	84
3.12.2	Subconsultant coordination	8	20	40																		8	8	84
3.12.3	Weekly written status updates		20	20			8																	
Total hours per labor category		76	324	120	78	48	124	2	50	50	196	291	486	977	73	61	61	80	0	8	0	40	76	3221

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	76	\$94.25	\$7,159.00
Program Manager/Project Manager	324	\$92.12	\$29,846.88
Assistant Project Manager	120	\$74.02	\$8,882.40
Senior Airport Engineer	78	\$57.86	\$4,513.88
Airport Engineer (PE)	48	\$57.48	\$2,759.04
Airport Engineer (ET)	124	\$30.45	\$3,775.80
Airport CAD/REVIT Tech	2	\$51.89	\$103.78
Senior Airport Planner	60	\$94.33	\$5,659.80
Airport Planner	60	\$59.87	\$3,592.20
Senior Structural Engineer	196	\$92.06	\$18,043.76
Structural Engineer (PE)	291	\$71.98	\$20,946.18
Structural Engineer (ET)	486	\$47.95	\$23,113.70
Structural CAD/REVIT Tech	977	\$48.31	\$47,186.87
Senior Electrical Engineer	73	\$72.89	\$5,320.89
Electrical Engineer (PE)	61	\$94.26	\$5,749.86
Electrical Engineer (ET)	61	\$54.77	\$3,340.97
Electrical CAD/REVIT Tech	80	\$48.34	\$3,867.20
Senior Scientist	0	\$43.06	\$0.00
Graphics Designer	8	\$37.66	\$301.28
GIS	0	\$37.66	\$0.00
Project Manager Assistant / Accounting	40	\$48.35	\$1,934.00
Admin Professional	76	\$40.04	\$3,043.04
Total Direct Labor Costs			\$199,964.79
Direct Labor Costs assume work is completed September 2025 through February 2026			
Labor and Administrative Overhead (1.91%)			\$382,082.72
Fee (10%)			\$37,558.63
Total Labor Costs			\$660,366.14

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment usage - Technology	3,221	\$6.00	\$19,326.00
Mileage	100	\$5.70	\$570.00
Flights	12	\$170.00	\$2,040.00
Hotels	24	\$200.00	\$4,800.00
Meal (GSA rate)	24	\$68.00	\$1,632.00

Total Expenses

\$34,228.00

SUMMA Total Labor Costs + Expenses + Fee

\$703,594.14

Estimated Total

\$703,600.00



SCHEDULE D - CONSTRUCTION DOCUMENTS 1 (CD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
MCALLEN, TEXAS

Task No.	Task Description	Principal	Program Manager/Project Manager	Assistant Project Manager	Senior Airport Engineer	Airport Engineer (PE)	Airport Engineer (ET)	Airport CAD/REVT Tech	Senior Airport Planner	Airport Planner	Senior Structural Engineer	Structural Engineer (PE)	Structural Engineer (ET)	Structural CAD/REVT Tech	Senior Electrical Engineer	Electrical Engineer (PE)	Electrical Engineer (ET)	Electrical CAD/REVT Tech	Senior Scientist	Graphics Designer	GIS	Manager Assistant / Accounting	Admin Professional	Task Total
Schedule D - Construction Documents 1																								
Task 4.1 Schedule Initiation																								
4.1.1	Coordinate Notice to Proceed		8																			8	8	24
4.1.2	Update FMP and GAOIC Program	8	8	8																			8	32
Task 4.2 Contract Documents																								
4.2.1	Develop contract documents		4		8	8	8																	28
Task 4.3 Project Specifications Development																								
4.3.1	Develop project specifications 90%		4		8	8	8								4	20	8							16
4.3.2	Develop project specifications 100%		2		4	4	4				12	48			8	20	8							24
Task 4.4 Construction Plans																								
4.4.1	Develop construction Plans and review - 60%		2	2	4	4	4								20	30	32	40						4
4.4.2	Develop construction Plans and review - 90%		2	2	4	4	4								16	24	30	24						114
4.4.3	Develop construction Plans and review - 100%		2	2	4	4	4				36	169	280	366	8	16	16	16						931
Task 4.5 Meetings																								
4.5.1	City Coordination meeting for permitting		8		4						24													
4.5.2	Present concept design process to City Commission		8			4																		
4.5.3.1	Recurring meetings (weekly internal design)		32				32					32	32	16	36	36	36							
4.5.3.2	Recurring meetings (bi-weekly external design)		16				16					16	16	8	18	18	18							
4.5.3.3	Recurring meetings (monthly FAA coordination)		8				8																	
4.5.3.4	Recurring meetings (weekly airport coordination)		16				32																	
Task 4.6 Stakeholder Engagement and Public Involvement PM																								
4.6.1	Update comprehensive PIP		1							4														5
4.6.2	Project flyers and one pagers		1							8														
4.6.3	Toward/Stakeholder design meetings		1							8														
4.6.4	Website updates		1							4														
Task 4.7 Project Management																								
4.7.1	Project management		8	64	32																	8	8	120
4.7.2	Subconsultant coordination		8	32	64																		8	120
4.7.3	Weekly written status updates		32	64																				96
Total hours per labor category		45	270	174	35	35	88	0	0	24	72	265	328	350	110	164	148	80	0	0	0	24	88	2342

ESTIMATE OF LABOR COSTS:		Hours	Rate	Extension
Labor Category				
Principal		45	\$96.88	\$4,369.80
Program Manager/Project Manager		270	\$94.42	\$25,493.40
Assistant Project Manager		174	\$75.87	\$13,201.38
Senior Airport Engineer		35	\$69.79	\$2,432.44
Airport Engineer (PE)		35	\$69.80	\$2,443.15
Airport Engineer (ET)		88	\$61.71	\$5,450.48
Airport CAD/REVT Tech		0	\$53.16	\$0.00
Senior Airport Planner		0	\$96.69	\$0.00
Airport Planner		24	\$61.16	\$1,467.84
Senior Structural Engineer		72	\$62.05	\$4,467.60
Structural Engineer (PE)		265	\$73.78	\$19,551.70
Structural Engineer (ET)		328	\$48.83	\$15,917.84
Structural CAD/REVT Tech		350	\$49.82	\$17,339.00
Senior Electrical Engineer		110	\$74.79	\$8,222.90
Electrical Engineer (PE)		164	\$98.62	\$16,184.68
Electrical Engineer (ET)		148	\$66.14	\$9,788.72
Electrical CAD/REVT Tech		80	\$49.55	\$3,964.00
Senior Scientist		0	\$44.13	\$0.00
Graphics Designer		0	\$38.80	\$0.00
GIS		0	\$38.80	\$0.00
Project Manager Assistant / Accounting		24	\$69.75	\$1,674.24
Admin Professional		88	\$41.04	\$3,611.52
Total Direct Labor Costs		2,342		\$166,253.86
*Direct Labor Costs assume work is completed February 2026 through September 2026				\$298,589.88
Labor and Administrative Overhead (1.91)				\$69,232.56
Fee (15%)				\$623,047.30
Total Labor Costs				\$1,056,943.60

ESTIMATE OF EXPENSES:		Quantity	Rate	Extension
Direct Expenses				
Equipment usage - Technology		2,342	\$6.00	\$14,052.00
Insurance		100	\$0.70	\$70.00
Fringe		16	\$700.00	\$11,200.00
PM/CM		32	\$200.00	\$6,400.00
Misc (GSA rate)		32	\$68.00	\$2,176.00
Total Expenses				\$33,898.00
SUMMA Total Labor Costs + Expenses + Fee				\$1,090,841.60
Estimated Total				\$1,090,841.60



SCHEDULE E - DESIGN DELIVERABLE 2 (DD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
MCALLEN, TEXAS

Task No.	Task Description	Principal	Program Manager/Project Manager	Assistant Project Manager	Senior Airport Engineer	Airport Engineer (PE)	Airport Engineer (ETI)	Airport CAD/REVIT Tech	Senior Airport Planner	Airport Planner	Senior Structural Engineer	Structural Engineer (PE)	Structural Engineer (ETI)	Structural CAD/REVIT Tech	Senior Electrical Engineer	Electrical Engineer (PE)	Electrical Engineer (ETI)	Electrical CAD/REVIT Tech	Senior Scientist	Graphics Designer	GIS	Manager Assistant / Accounting	Admin Professional	Task Total	
Schedule E - Design Deliverable 2																									
Task E.1 Schedule Initiation																									
5.1.1	Coordinate Notice to Proceed		4																			8	8	20	
5.1.2	Update PMP and QA/QC Program	8	8	8																			8	8	32
Task E.2 Detailed Design Refinements																									
5.2.1	Develop detailed plans		2			6								40										48	
5.2.2	Finalize layouts		8											20										28	
5.2.3	Specify materials, finishes, and major equipment		1		2									10										13	
5.2.4	Develop sustainable and energy efficient design		1		2									2										5	
5.2.5	Ensure compliance with FAA, ADA, local building codes		1		4																			5	
5.2.6	Submit prelin design documents to FAA/agencies		4				4																	8	
5.2.7	QA/QC	2	8	8											4									22	
Task E.3 Design Reviews																									
5.3.1	Complete 30% design review submittal		4		4		16				40			240	20			20						344	
5.3.2	Complete 60% design review submittal		4		4		16				40			320	10			20						414	
5.3.3	Complete 90% design review submittal (agency review)		4		4		16				80			480	10			20						534	
Task E.4 Engineering Systems Design																									
5.4.1	Develop detailed designs	4	4	2	2	4							320	480				20						836	
5.4.2	Coordinate utility connections and capacity requirements		4		4	4	4		4															16	
Task E.5 Producing Deliverable Set for Pricing																									
5.5.1	Develop high level design elements		1			2					48	120			8	20	40							238	
5.5.2	Develop floor plans, sections, and elevations		20		2									240	2	20	10							275	
5.5.3	Define key materials, structural, and mechanical systems		1		2						24	48	100		2									177	
5.5.4	Conduct prelin code analysis		2				6					8					9	25						25	
5.5.5	Complete QA/QC process with subconsultants and key stakeholders	2	4	8					2		24	40												80	
Task E.6 Cost Estimating Update																									
5.6.1	Conduct CMAR Coordination meetings to clarify scope	8	16						8				48	48										128	
Task E.7 Meetings																									
5.7.1	City Coordination meeting for permitting		8	4	8																			20	
5.7.2	Present concept design process to City Commission	8	8								24													40	
5.7.3.1	Recurring meetings (weekly internal design)		20			10	20		10	10		20	20	10	22	26	14							162	
5.7.3.2	Recurring meetings (bi-weekly external design)		10	10	10							10	10	5	6	14	6							81	
5.7.3.3	Recurring meetings (monthly FAA coordination)		4	4														8						8	
5.7.3.4	Recurring meetings (weekly airport coordination)	20	20																					40	
Task E.8 Stakeholder Engagement and Public Involvement Plan																									
5.8.1	Update comprehensive PIP		2					4	4															10	
5.8.2	Project flyers and one pages		2						4															6	
5.8.3	Tenant/Stakeholder design meetings		2						4															6	
5.8.4	Website updates		2						4															6	
Task E.9 Design Narrative Deliverable																									
5.9.1	Narrative deliverable		20			8	8		16	16												16		84	
Task E.10 Project Management																									
5.10.1	Project management	8	40	20																		8	8	84	
5.10.2	Subconsultant coordination	8	20	40																				84	
5.10.3	Weekly written status updates		20	40			8																	68	
Total hours per labor category		72	280	140	44	38	98	0	40	42	280	614	658	1215	156	80	79	80	0	0	0	24	48	3668	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	72	\$96.68	\$6,960.96
Program Manager/Project Manager	260	\$94.42	\$24,549.20
Assistant Project Manager	140	\$75.87	\$10,621.80
Senior Airport Engineer	44	\$98.79	\$4,350.76
Airport Engineer (PE)	38	\$58.92	\$2,238.96
Airport Engineer (ETI)	38	\$51.71	\$1,964.98
Airport CAD/REVIT Tech	0	\$53.10	\$0.00
Senior Airport Planner	40	\$96.89	\$3,875.60
Airport Planner	42	\$51.16	\$2,148.72
Senior Structural Engineer	280	\$82.09	\$22,974.00
Structural Engineer (PE)	614	\$73.78	\$45,000.92
Structural Engineer (ETI)	658	\$48.53	\$31,832.74
Structural CAD/REVIT Tech	1215	\$49.82	\$60,566.80
Senior Electrical Engineer	156	\$74.75	\$11,661.00
Electrical Engineer (PE)	80	\$96.62	\$7,729.60
Electrical Engineer (ETI)	79	\$56.14	\$4,435.06
Electrical CAD/REVIT Tech	80	\$49.35	\$3,948.00
Senior Scientist	0	\$44.13	\$0.00
Graphics Designer	0	\$38.60	\$0.00
GIS	8	\$38.60	\$308.80
Project Manager Assistant / Accounting	24	\$49.76	\$1,194.24
Admin Professional	48	\$41.04	\$1,969.92
Total Direct Labor Costs:	3,968		\$291,153.86
Owner Labor Costs assume work is completed July 2026 through November 2026			\$479,904.80
Labor and Administrative Overhead (1.91)			\$109,658.80
Fee (10%)			\$54,077.46
Total Labor Costs			\$944,717.46

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment usage - Technology	3,968	\$6.00	\$23,808.00
Mileage	100	\$9.70	\$,970.00
Flights	12	\$750.00	\$9,000.00
Hotels	15	\$200.00	\$3,000.00
Meals (GSA rate)	15	\$68.00	\$1,020.00

Total Expenses	\$36,298.00
SUMMA Total Labor Costs + Expenses + Fee	\$977,015.46
Estimated Total	\$977,000.00



SCHEDULE H - CONSTRUCTION DOCUMENTS 2 (CD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
MCALLEN, TEXAS

Task No.	Task Description	Principal	Program Manager/Project Manager	Assistant Project Manager	Senior Airport Engineer	Airport Engineer (PE)	Airport Engineer (ET)	Airport CAD/REVIT Tech	Senior Airport Planner	Airport Planner	Senior Structural Engineer	Structural Engineer (PE)	Structural Engineer (ET)	Structural CAD/REVIT Tech	Senior Electrical Engineer	Electrical Engineer (PE)	Electrical Engineer (ET)	Electrical CAD/REVIT Tech	Senior Scientist	Graphics Designer	GIS	Manager Assistant / Accounting	Admin Professional	Task Total	
Schedule F - Construction Documents 2																									
Task 6.1 Schedule Initiation																									
6.1.1	Coordinate Notice to Proceed		8	8	8																	8	8	24	
6.1.2	Update FMP and GAGC Program		8	8	8																		8	8	32
Task 6.2 Contract Documents																									
6.2.1	Develop contract documents			4		8	8	8																	28
Task 6.3 Project Specifications Development																									
6.3.1	Develop project specifications 90%		4		8	8	8					16	48		20	20	20								88
6.3.2	Develop project specifications 100		2		4	4	4	4							20	20	20								
Task 6.4 Construction Plans																									
6.4.1	Develop construction Plans and review - 60%		2	2	4	4	4	4			160	220	260	500	40	25	20	80							1321
6.4.2	Develop construction Plans and review - 90%		2	2	4	4	4	4							36	10	20	80							
6.4.3	Develop construction Plans and review - 100		2	2	4	4	4	4							30	10	16	60							130
Task 6.5 Meetings																									
6.5.1	City Coordination meeting for permitting		8		4		4				24														
6.5.2	Present concept design process to City Commission		8																						
6.5.3.1	Recurring meetings (weekly internal design)		32					32				32	32	16	36	36	6								
6.5.3.2	Recurring meetings (bi-weekly external design)		16					16				16	16	8	18	18	9								
6.5.3.3	Recurring meetings (monthly FAA coordination)		8	16				8																	
6.5.3.4	Recurring meetings (weekly airport coordination)		16	32																					
Task 6.6 Stakeholder/Engagement and Public Involvement Plan																									
6.6.1	Update comprehensive PIP		1						4																5
6.6.2	Project flyers and one pagers		1						8																
6.6.3	Tenant/Stakeholder design meetings		1						8																
6.6.4	Website updates		1						4																
Task 6.7 Project Management																									
6.7.1	Project management	8	64	32																		8	8	120	
6.7.2	Subconsultant coordination		8	32	64																		8	8	120
6.7.3	Weekly written status updates		32	64																					
Total hours per labor category		45	270	174	38	38	88	0	0	24	200	316	308	524	200	139	111	220	0	0	0	24	32	2747	

ESTIMATE OF LABOR COSTS:		Hours	Rate	Extension
Labor Category				
Principal		45	\$96.88	\$4,360.80
Program Manager/Project Manager		270	\$94.42	\$25,493.40
Assistant Project Manager		174	\$75.87	\$13,201.38
Senior Airport Engineer		38	\$89.79	\$3,392.44
Airport Engineer (PE)		38	\$86.92	\$3,311.12
Airport Engineer (ET)		88	\$61.71	\$5,450.48
Airport CAD/REVIT Tech		0	\$53.10	\$0.00
Senior Airport Planner		0	\$96.69	\$0.00
Airport Planner		24	\$61.10	\$1,467.84
Senior Structural Engineer		200	\$82.05	\$16,410.00
Structural Engineer (PE)		318	\$73.78	\$23,314.48
Structural Engineer (ET)		308	\$49.53	\$15,347.24
Structural CAD/REVIT Tech		524	\$49.52	\$25,948.48
Senior Electrical Engineer		200	\$74.73	\$14,950.00
Electrical Engineer (PE)		139	\$96.62	\$13,430.18
Electrical Engineer (ET)		111	\$66.14	\$7,331.54
Electrical CAD/REVIT Tech		220	\$49.55	\$10,901.00
Senior Scientist		0	\$44.13	\$0.00
Graphics Designer		0	\$38.60	\$0.00
GIS		0	\$38.60	\$0.00
Project Manager Assistant / Accounting		24	\$49.76	\$1,194.24
Admin Professional		32	\$41.04	\$1,313.28
Total Direct Labor Costs:		2,747		\$183,057.70
*Direct Labor Costs assume work is completed November 2026 through June 2027				\$349,786.65
Labor and Administrative Overhead (1.91)				\$79,926.65
Fee (15%)				\$612,771.00
Total Labor Costs				\$612,771.00

ESTIMATE OF EXPENSES		Quantity	Rate	Extension
Direct Expenses				
Equipment usage - Technology		2,717	\$6.00	\$16,302.00
Message		100	\$0.20	\$10.00
Flight		10	\$150.00	\$1,500.00
Hotel		32	\$200.00	\$6,400.00
Meal (GSA rate)		32	\$68.00	\$2,176.00
Total Expenses				\$36,328.00
SUMMA Total Labor Costs + Expenses + Fee				\$649,099.00
Estimated Total				\$649,100.00

SCHEDULE I - TERMOINAL APRON EXPANSION
ESTIMATED FEES AND EXPENSES
PRELIMINARY DESIGN, ENGINEER'S DESIGN REPORT, FINAL DESIGN, PLANS AND SPECIFICATIONS, BIDDING DOCUMENTS
McAlLEN INTERNATIONAL AIRPORT
McAlLEN, TEXAS



Task No.	Task Description	Principal Engineer	Principal Planner	Project Manager	Professional Engineer	Project Engineer	Aviation Planner	Senior Technician	Technician	Water Resources Engineer	Electrical Engineer	Admin Technician
Project Formulation												
1.1	Scoping, Review, and Coordination	16	16	20	18	10	20				8	
1.2	Project Formulation	20	20	24	28	12	30					
1.3	FAA Grant Initiation Documentation	16	18	20	20		24					
Preliminary Design												
2.1	Geotechnical Analysis/Borings			4	4	16		2	4			
2.2	Topographic Survey			4	4	16		8	16			
2.3	Utility Excavation	4		8	4	20		8	10			
Engineer's Design Report												
3.1	General Scope of Work	4	4	12	12	8	14					8
3.2	Photographs	2	2	2	4							
3.3	Applicable AIP Standards		2	8	8	4	16					
3.4	Airport Operational Safety Considerations	6	6	8	10	10	10	8	12			
3.5	Pavement Design	2		10	12	14						
3.6	Drainage Design			8	8	12		10	10	6		
3.7	Airfield Electrical Design			2	2	8		2	8		40	
3.8	Pavement Marking			2	2	8		8	10			
3.9	Environmental Considerations			2	2	2	4	6	6	8		
3.10	Existing Utilities			2	2	2		6	4		8	
3.11	Miscellaneous Work Items			2	2							
3.12	Life Cycle Cost Analysis			4	4	2						
3.13	Modification to AIP Design Standards			2	4		6					
3.14	AIP Non-eligible Work Items			2	2	2						
3.15	Disadvantaged Business Enterprise (DBE)			2	10	4						20
3.16	Project Schedule	4	2	6	8	8	6					
3.17	Engineer's Estimate of Probable Cost	2		8	10	20		4				
3.18	Preliminary Project Budget	2	2	6	14	18						
Plan Drawings for Terminal Apron Expansion												
4.1	Environmental Coordination and Permits				2	8		2	4			8
	NPDES Permit											
	SWPPP			4	4	6		6	6			
4.2	Construction Safety and Phasing Plan Development	4	4	12	16	20	10	10	24			
4.3	7460 Airspace Determination Submittal				4	8		2	8			
4.4	Detailed Final Design	10	10	100	160	240	40	60	140		40	40
4.5	Construction Plan Sheets											
	Title Sheet								4			
	Construction Safety Plan	2		2	12	16	10	12	24			
	Construction Phasing Plan	4	4	4	16	20	10	12	24			
	Construction Signage Plan	2		2	4	8		8	12			
	Statement of Estimated Quantities	4		12	16	30		2	4			
	Details and Construction Notes	2	2	12	16	16		8	20			
	Utility Locations Plan	2		8	16	16		8	26			
	Storm Sewer Plan and Profile											
	Stormwater Management Plan											
	Typical Section(s)			8	8	14		12	28			
	Removal Plan			8	8	20		8	26			
	Erosion Control Plan and Details			4	8	12		4	12			
	Grading Plan			4	16	20		24	48			
	Pavement Plan/Profile Drawings				2	2		12	32			
	Alignment Plan				4	8		12	24			
	Concrete Jointing Plan and Details			6	12	32		12	36			
	Pavement Elevation Plan Sheets			2	8	16		28	44			
	Pavement Marking Plan and Details			2	8	12		10	30			
	Standard Plates				4			4	8			
	Cross Sections				4	4		12	31			
	Airfield Electrical Layout and Details				4	16	24				60	
4.6	Quality Control Site Visit			12	12	12						
Construction Bidding Documents for Terminal Apron Expansion												
5.1	Construction Bidding Documents	18		40	80	50						30
5.2	Bidding Services	4		12	20	20						8
5.3	Construction Management Plan (CMP)	2		10	24	24						
FAA Construction Plans and Specifications Full Review												
6.1	FAA Coordination	12	12	24	16	16	16					
6.2	Completion of Appendix 3			10	28	12	6					
6.3	Review and Address FAA Comments	2	2	12	20	24	8	4				
Quality Control												
7.1	Quantity Calculations and Final Engineer's Estimate			16	32	30		8				
7.2	Quality Control Reviews	30	20	45	40	60						
Project Management and Meetings												
8.1	Design Team Meetings	18	18	18	40	18	18	18	18		6	4
8.2	Agency Meetings	8	8	8	20	12	8					
8.3	Airport Meetings	10	10	10	24	10						
8.4	McAllen Airport Staff Meetings											
8.5	McAllen Tenant Meetings	2	2	4	8	2	2					
8.6	Subconsultant Coordination	4	4	40	60	20	18					
8.7	Overall Project Management	24	8	80	40							
Total hours per labor category		242	176	703	1018	1058	276	360	713	14	162	118

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Engineer	242	\$89.88	\$21,750.96
Principal Planner	176	\$92.03	\$16,197.72
Project Manager	703	\$72.22	\$50,769.96
Professional Engineer	1018	\$55.87	\$56,876.17
Project Engineer	1058	\$56.08	\$59,333.17
Aviation Planner	276	\$58.22	\$16,069.41
Senior Technician	360	\$50.54	\$18,193.14
Technician	713	\$42.40	\$30,230.49
Water Resources Engineer	14	\$78.78	\$1,102.94
Electrical Engineer	162	\$78.78	\$12,762.36
Admin Technician	118	\$37.21	\$4,391.02
Total Direct Labor Costs:	4,840		\$287,677.33
Overhead			\$549,693.84
Total Labor Costs			\$837,371.17
Fixed Fee on Labor Costs (15%)			\$125,605.68

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Charge	4,840	\$6.00	\$29,040.00
Flights	6	\$700.00	\$4,200.00
Per Diem	6	\$70.00	\$420.00
Reproductions / Miscellaneous	1	\$500.00	\$500.00
Total Expenses			\$34,160.00

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$997,136.84
Estimated Total	\$997,100.00



400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

SCOPE OF WORK

February 14, 2025

Attn: Shawn McMahon, PE (MN, WI, IA, SD, VA)
Principal, Practice Center Lead
Airport Planning and Design
(he/him/his)
Short Elliott Hendrickson Inc.
651.925.7541 mobile | 651.490.2000 main
smcmahon@sehinc.com

**Re: Limited Structural review of McAllen International Airport Terminal Expansion
McAllen, TX | CE: Project No. 25-107 Rev.02**

Dear Shawn McMahon:

Chanin Engineering, LLC appreciates the opportunity to submit this proposal for professional services for the review of the engineering design of the existing structural systems for the proposed modifications at the McAllen International Airport Terminal Expansion in McAllen, TX. Our Scope of Services includes the following:

SCOPE OF SERVICES (Basic Services)

The scope of work for the above-described services is limited to:

LIMITED Peer Review:

Our understanding of the proposed structure and our scope of services is as follows

- Site observations and field verifications of existing conditions.
- Quality Control (QC) reviews at each deliverable stage.

Schedule A: Pre-design. This phase will require a basic understanding of the structural impacts.

- Attend initial virtual meeting to review preliminary concepts.
- Perform a limited structural site survey to collect data regarding the existing conditions of the structure.
- Perform visual observations to obtain existing conditions and loading of the structure.

- Perform (4) site observation visits and follow up with a brief report highlighting our findings and any visible areas of concern.
- Attend weekly 30 min virtual progress meetings for a period of 14 weeks.

Schedule B: Schematic Design. Progressing the selected concept.

- Attend initial virtual meeting to review refined concepts.
- Perform a limited structural site survey as necessary to provide data to SEH during the schematic design phase.
- Perform (2) site observation visits and follow up with a brief report with the necessary data required by SEH.
- Perform a general quality control (QC) review of the Schematic Design deliverable and supply SEH with our comments.
- Attend weekly 30 min virtual progress meetings for a period of 20 weeks.

Schedule C: Bid Package 1 (DD-1).

- Attend virtual meeting to review 60% documents and concepts.
- Perform (2) site observation visit and follow up with a report with the necessary data required by SEH.
- Perform a general quality control (QC) review of the 60% DD structural drawings and specifications and supply SEH with our comments.
- Attend (8) 1-hour virtual coordination meetings.
- Schedule is expected to extend for a period of 20 weeks.

Schedule E: Bid Package 2 (DD-2).

- Attend virtual meeting to review 60% documents and concepts.
- Perform (1) site observation visits and follow up with a report with the necessary data required by SEH.
- Perform a general quality control (QC) review of the 60% DD structural drawings and specifications and supply SEH with our comments.
- Attend (4) 1-hour virtual coordination meetings.
- Schedule is expected to extend for a period of 20 weeks.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

- E-1 Engineer in Training I - Graduate Engineer with 0-3 years experience, works under close supervision.
- E-2 Engineer in Training 2 - Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervises drafting and layout work.
- E-3 Project Engineer 1 - Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervises the work of other engineers and drafters.
- E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.
- E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

- T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.
- T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.
- T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

- C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.
- C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.
- C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision

Construction Manager:

Responsible for all aspects of the construction phase which includes but is not limited to performing structural site observations to ensure conformance with the Construction Documents and review of shop drawings. Collaborates with the design team and client as necessary.

Administrative/Clerical:

Responsible for general clerical functions which includes generating memos, letters, and email correspondence as well as managing the project calendar of deadlines for deliverables. The administrative staff is also responsible for ensuring all client inquiries whether by phone, email or in person are attended to in a timely manner.



FEE PROPOSAL

CE Project No. 25-107
McAllen International Airport Terminal Expansion
McAllen, Texas

		MANHOURS						
Structural Services		Principal Engineer (E5)	Project Engineer 2 (E-4)	Construction Manager	Technician (T3)	Admin/ Clerical (A1)	Total Hours	Total Line Item Cost
TASKS								
	Schedule A: Pre-Design (14 Weeks)							
1a	Attend a meeting to review preliminary concepts	2	2					\$640.00
1b	Perform (4) limited site survey/visual observations to obtain data on existing conditions and loading of the structure	4	16	32	32			\$8,460.00
1c	Preparation of report highlighting our findings and any visible areas of concern	8	32			8		\$6,360.00
1d	Attend weekly 30 min virtual progress meetings for a period of 14 weeks		7	3.5				\$1,347.50
	Schedule B: Schematic Design (SD) (20 Weeks)							
2a	Attend a meeting to review refined concepts	2	2					\$640.00
2b	Perform (2) limited structural site survey/visual observations as necessary to provide data to SEH during the schematic design phase	2	8	16	16			\$4,230.00
2c	Preparation of report with the necessary data required by SEH	4	16			5		\$3,220.00
2d	Perform quality control (QC) review of the Schematic Design deliverable and supply SEH with our comments.	4	16			5		\$3,220.00
2e	Attend weekly 30 min virtual progress meetings for a period of 20 weeks		10	5				\$1,925.00
	Schedule C: Design Development - Bid Package 1 (DD-1) (20 Weeks)							
3a	Attend a meeting to review 60% documents and concepts	4	4					\$1,280.00
3b	Perform (2) site observation visits to provide necessary data required by SEH	2	8	16	16			\$4,230.00
3c	Preparation of report with the necessary data required by SEH	4	16			6		\$3,260.00
3d	Perform quality control (QC) review of the 60% DD structural drawings and specifications and supply SEH with our comments.	8	32			10		\$6,440.00
3e	Attend (8) 1-hour virtual coordination meetings		8	4				\$1,540.00
	Schedule E: Design Development - Bid Package 2 (DD-2) (20 Weeks)							
4a	Attend a meeting to review 60% documents and concepts	2	2					\$640.00
4b	Perform (1) site observation visit to provide necessary data required by SEH	1	4	8	8			\$2,115.00
4c	Preparation of report with the necessary data required by SEH	2	8			3		\$1,630.00
4d	Perform quality control (QC) review of the 60% DD structural drawings and specifications and supply SEH with our comments.	4	16			5		\$3,220.00
4e	Attend (4) 1-hour virtual coordination meetings		4	2				\$770.00
	Subtotal Hours	53	211	86.5	72	42	464.5	
Hourly Base Rates		\$175.00	\$145.00	\$95.00	\$75.00	\$40.00		
Total Costs		\$55,167.50						

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158



PCE Project No.: OFF25101

Project Name: McAllen Terminal Expansion

Project Location: McAllen, Texas

Prop. Date: 2-14-2025

Client: Shawn McMahon, PE

Short Elliott Hendrickson Inc.

3535 Vadnais Center Drive.

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE A: Pre-Design							
Preliminary Meetings w/Owner and SEH (2 in A. person; 2 virtual)		4	4				2
B. Collect/Review Existing Data as Available		5	15		12	4	4
C. Review Existing/Proposed Improvements as available		5	15		6	2	2
Develop Drawing of existing utilities and assessment of landside civil infrastructure (to include entry ways, D. sidewalks, landside ADA).		6	8		25		
E. Develop proposed concept Improvements/Drawings		5	4		15		
F. Prepare Exhibits for Design Concept Conference		1	4		6		
G. weeks)		7					2
Total hours per labor category	0	33	50	0	64	6	10

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
PRINCIPAL	0	\$185.00	\$0.00
PROJECT ENGINEER	33	\$135.00	\$4,455.00
EIT	50	\$105.00	\$5,250.00
GRADUATE ENGINEER	0	\$95.00	\$0.00
CAD DESIGNER/ TECH	64	\$60.00	\$3,840.00
ADMIN./ ACCOUNTING	6	\$60.00	\$360.00
ADMIN. ASST./ CLERICAL	10	\$40.00	\$400.00
Total Direct Labor Costs:	163		\$14,305.00

DIRECT EXPENSES:

	Quantity	Rate	Extension
Equipment usage - Technology	163	\$6.00	\$978.00
Mileage	12	\$0.70	\$8.40
Flights		\$400.00	\$0.00
Hotels		\$110.00	\$0.00
Meal (GSA rate)		\$68.00	\$0.00
Reproduction	2	\$100.00	\$200.00
Subconsultant 1	LS	LS	\$0.00
Subconsultant 2	LS	LS	\$0.00
Total Expenses			\$1,186.40

SUMMARY: Total Labor Costs + Expenses + Fee

\$15,491.40

ESTIMATED TOTAL SCHEDULE A	\$15,500.00
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Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
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PCE Project No.: OFF25101

Project Name: McAllen Terminal Expansion

Project Location: McAllen, Texas

Prop. Date: 2-14-2025

Client: Shawn McMahon, PE

Short Elliott Hendrickson Inc.

3535 Vadnais Center Drive.

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/TECH	ADMIN./ACCOUNTING	ADMIN. ASST./CLERICAL
SCHEDULE B: Schematic Design							
A. Schematic Design of Selected Concept Plan		4	6		10		
Develop Preliminary Landslide Civil Phasing							
B. Drawings							
a. Site Dimension and Control Plans		1	8		10		
b. Site Drainage and Grading Plan		4	12		18		
c. Site Water/Wastewater Plan		2	9		16		
d. Project Details		1	10	1	18		
C. Provide Figures/Drawings for Schematic Pricing		1	4	1	5		
Weekly Progress Meetings (30 minutes for 20 weeks)		12					
Total hours per labor category	0	25	49	2	77	0	0

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	25	\$135.00	\$3,375.00
EIT	49	\$105.00	\$5,145.00
Graduate Engineer	2	\$95.00	\$190.00
CAD Designer/Tech	77	\$60.00	\$4,620.00
Administrative/Accounting	0	\$60.00	\$0.00
Administrative Asst./Clerical	0	\$40.00	\$0.00
Total Direct Labor Costs:	153		\$13,330.00

DIRECT EXPENSES:

DIRECT EXPENSES:				Quantity	Rate	Extension
Equipment usage - Technology				153	\$6.00	\$918.00
Mileage					\$0.70	\$0.00
Flights					\$400.00	\$0.00
Hotels					\$110.00	\$0.00
Meal (GSA rate)					\$68.00	\$0.00
Reproduction					\$100.00	\$0.00
Subconsultant 1		LS	LS	1		\$0.00
Subconsultant 2		LS	LS	1		\$0.00
Total Expenses						\$918.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$14,248.00

ESTIMATED TOTAL SCHEDULE B

\$14,200.00

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
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PCE Project No.: OFF25101

Client: Shawn McMahon, PE

Project Name: McAllen Terminal Expansion

Short Elliott Hendrickson Inc.

Project Location: McAllen, Texas

3535 Vadnais Center Drive.

Prop. Date: 2-14-2025

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/TECH	ADMIN./ACCOUNTING	ADMIN. ASST./CLERICAL
SCHEDULE C. - Bid Package 1 (DD-1)							
A. Refine Design							
a. Site Dimension and Control Plans		2	8		15		
b. Site Drainage and Grading Plan		3	10		20		
c. Site Water/Wastewater Plan		3	8		20		
d. Project Details			8		20		
B. Complete 30% Design Review Submittals		2	5		10		4
C. Complete 60% Design Review Submittals		2	5		10		4
D. Complete 90% Design Review Submittals		2	5		10		4
Complete Design for Laneside Civil and Utility							
E. Coordination		2	10		15		
F. Weekly Progress Meetings (30 minutes for 20 weeks)		12	4				4
Total hours per labor category	0	28	63	0	120	0	16

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	28	\$135.00	\$3,780.00
EIT	63	\$105.00	\$6,615.00
Graduate Engineer	0	\$95.00	\$0.00
CAD Designer/Tech	120	\$60.00	\$7,200.00
Administrative/Accounting	0	\$60.00	\$0.00
Administrative Asst./Clerical	16	\$40.00	\$640.00
Total Direct Labor Costs:	227		\$18,235.00

DIRECT EXPENSES:

RECT EXPENSES:				Quantity	Rate	Extension
Equipment usage - Technology				227	\$6.00	\$1,362.00
Mileage					\$0.70	\$0.00
Flights					\$400.00	\$0.00
Hotels					\$110.00	\$0.00
Meal (GSA rate)					\$68.00	\$0.00
Reproduction					\$100.00	\$0.00
Subconsultant 1		LS	LS	1		\$0.00
Subconsultant 2		LS	LS	1		\$0.00
Total Expenses						\$1,362.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$19,597.00

ESTIMATED TOTAL SCHEDULE C

\$19,600.00

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
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PCE Project No.: OFF25101

Client: Shawn McMahon, PE

Project Name: McAllen Terminal Expansion

Short Elliott Hendrickson Inc.

Project Location: McAllen, Texas

3535 Vadnais Center Drive.

Prop. Date: 2-14-2025

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE D - Contract Documents (CD-1)							
A. Develop Civil Site Specifications		5	1			2	8
B. Complete Construction Documents for Bid							
a. Site Dimension and Control Plans		3	12		12		
b. Site Drainage and Grading Plan		3	12		12		
c. Site Water/Wastewater Plan		3	10		15		
d. Project Details			8		18		
C. weeks)		18	4				2
Total hours per labor category	0	32	47	0	57	2	10

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	32	\$135.00	\$4,320.00
EIT	47	\$105.00	\$4,935.00
Graduate Engineer	0	\$95.00	\$0.00
CAD Designer/Tech	57	\$60.00	\$3,420.00
Administrative/Accounting	2	\$60.00	\$120.00
Administrative Asst./Clerical	10	\$40.00	\$400.00
Total Direct Labor Costs:	148		\$13,195.00

DIRECT EXPENSES:

RECT EXPENSES:				Quantity	Rate	Extension
Equipment usage - Technology				148	\$6.00	\$888.00
Mileage					\$0.70	\$0.00
Flights					\$400.00	\$0.00
Hotels					\$110.00	\$0.00
Meal (GSA rate)					\$68.00	\$0.00
Reproduction					\$100.00	\$0.00
Subconsultant 1		LS	LS	1		\$0.00
Subconsultant 2		LS	LS	1		\$0.00
Total Expenses						\$888.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$14,083.00

ESTIMATED TOTAL SCHEDULE D

\$14,100.00

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158



PCE Project No.: OFF25101

Project Name: McAllen Terminal Expansion

Project Location: McAllen, Texas

Prop. Date: 2-14-2025

Client: Shawn McMahon, PE

Short Elliott Hendrickson Inc.

3535 Vadnais Center Drive.

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE E - DD-2							
A. Refine Design							
a. Site Dimension and Control Plans		1	6		10		
b. Site Drainage and Grading Plan		2	8		18		
c. Site Water/Wastewater Plan		2	6		16		
d. Project Details			5		18		
B. Complete 30% Design Review Submittals		1	3		5		2
C. Complete 60% Design Review Submittals		1	3		5		2
D. Complete 90% Design Review Submittals		1	3		5		2
E. Complete Design for Landside Civil and Utility Coordination		2	8		15		
F. weeks)		12	2				2
Total hours per labor category	0	22	44	0	92	0	8

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	22	\$135.00	\$2,970.00
EIT	44	\$105.00	\$4,620.00
Graduate Engineer	0	\$95.00	\$0.00
CAD Designer/Tech	92	\$60.00	\$5,520.00
Administrative/Accounting	0	\$60.00	\$0.00
Administrative Asst./Clerical	8	\$40.00	\$320.00
Total Direct Labor Costs:	166		\$13,430.00

DIRECT EXPENSES:

DIRECT EXPENSES:				Quantity	Rate	Extension
Equipment usage - Technology				166	\$6.00	\$996.00
Mileage					\$0.70	\$0.00
Flights					\$400.00	\$0.00
Hotels					\$110.00	\$0.00
Meal (GSA rate)					\$68.00	\$0.00
Reproduction					\$100.00	\$0.00
Subconsultant 1		LS	LS	1		\$0.00
Subconsultant 2		LS	LS	1		\$0.00
Total Expenses						\$996.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$14,426.00

ESTIMATED TOTAL SCHEDULE E

\$14,400.00

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158



PCE Project No.: OFF25101

Client: Shawn McMahon, PE

Project Name: McAllen Terminal Expansion

Short Elliott Hendrickson Inc.

Project Location: McAllen, Texas

3535 Vadnais Center Drive.

Prop. Date: 2-14-2025

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE F - Contract Documents (CD-2)							
A. Develop Civil Site Specifications		5	1				5
B. Complete Construction Documents for Bid							
a. Site Dimension and Control Plans		1	8		8		
b. Site Drainage and Grading Plan		2	8		10		
c. Site Water/Wastewater Plan		2	6		10		
d. Project Details			5		12		
C. Weekly Progress Meetings (30 minutes for 32 weeks)		20	4				2
Total hours per labor category	0	30	32	0	40	0	7

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	30	\$135.00	\$4,050.00
EIT	32	\$105.00	\$3,360.00
Graduate Engineer	0	\$95.00	\$0.00
CAD Designer/Tech	40	\$60.00	\$2,400.00
Administrative/Accounting	0	\$60.00	\$0.00
Administrative Asst./Clerical	7	\$40.00	\$280.00
Total Direct Labor Costs:	109		\$10,090.00

DIRECT EXPENSES:

RECT EXPENSES:			Quantity	Rate	Extension
Equipment usage - Technology			109	\$6.00	\$654.00
Mileage				\$0.70	\$0.00
Flights				\$400.00	\$0.00
Hotels				\$110.00	\$0.00
Meal (GSA rate)				\$68.00	\$0.00
Reproduction				\$100.00	\$0.00
Subconsultant 1	LS	LS	1		\$0.00
Subconsultant 2	LS	LS	1		\$0.00
Total Expenses					\$654.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$10,744.00

ESTIMATED TOTAL SCHEDULE F

\$10,700.00

Exhibit A - Basic Civil Engineering Services Fee Proposal

808 Dallas Avenue
McAllen, Texas 78501
956/631-4482
TX Reg. Eng. Firm F-2158



PCE Project No.: OFF25101

Project Name: McAllen Terminal Expansion

Project Location: McAllen, Texas

Prop. Date: 2-14-2025

Client: Shawn McMahon, PE

Short Elliott Hendrickson Inc.

3535 Vadnais Center Drive.

St. Paul, MN 55110-3507

TASK	PRINCIPAL	PROJECT ENGINEER	EIT	GRADUATE ENGINEER	CAD DESIGNER/ TECH	ADMIN./ ACCOUNTING	ADMIN. ASST./ CLERICAL
SCHEDULE G - Apron Expansion							
TASK 1: Schematic Design							
Gather and evaluate Existing Information regarding onsite collections systems from Airport, FAA, A. HCDD, HCID NO. 3.		4	6			5	5
B. Coordination between Owner and Engineer		10	5				
Onsite investigation of airport storm management C. system.		1	8		10		
D. Provide Figures/Drawings for Schematic Pricing		4	12		18		
E. Prepare Preliminary Plans		4	12		18		
F. Weekly Progress Meetings (30 minutes for 4 weeks)		13					
TASK 2: Design Development							
On-Site Storm Management System for Hydrology and Hydraulic for Cargo and West Terminal							
A. Drainage Areas							
a. Prepare conceptual drawings based on drainage master plan for preliminary analysis and design.		5	10		30		
b. Process survey, develop Existing surface model and cross sections.		5	10		35		
c. Visual land and soil survey of the area to identify and map predeveloped surface anomalies, watersheds and sub drainages areas.		3	8		25		
d. Develop Preliminary surface model and identify preliminary watersheds and sub drainage areas within the airport area		4	16		16		
e. Visual land and soil survey of the area to identify and map preliminary land with impervious surfaces, vegetation, surface anomalies.		1	10		8		
f. Prepare preliminary sub drainage area map with definition of all hydrologic parameters.		10	15		20		
g. Prepare preliminary storm sewer network for each major drain basin.		20	10		25		
h. Analyze and design drainage basins and storm sewer networks with Drainage software for PROPOSED conditions		8	30		35		
i. Develop Final Design hydraulic model and identify post-developed watersheds and sub drainage areas within the airport area		4	12		35	5	
j. General BMP selection in accordance with FAA/150 5320-5D		1	5		3		
B. Complete 30% Design Review Submittals		15	25		30		2
C. Complete 60% Design Review Submittals		15	25		30		2
D. Complete 90% Design Review Submittals		15	25		30		2
Weekly Progress Meetings (30 minutes for 12 E. weeks)		14					2
TASK 3: - Contract Documents							
A. Develop Civil Site Specifications		5	1				5
B. Complete Construction Documents for Bid							
a. Grading Plan Sheets (3 sheets)		9	30	5	55		
b. Utilities Plan Sheets (2 sheets)		6	20	5	45		
c. Utilities Profile Sheets (2 sheets)		6	20	5	45		
d. Plan & Profile Plan Sheets (4 sheets)		12	35	5	65		
e. Typical Section Plan Sheets (1 sheet)		5	15	5	25		
f. Storm Drainage Plan Sheets (3 sheets)		9	30	5	55		
g. Drainage Summary Sheet (1 sheet)		8	15	5	30		
h. Erosion Control Details (1 sheet)		1	8	5	8		
i. Erosion Control Notes (1 sheet)		5	10	5	10		
j. Drainage Details (3 sheets)		10	35	5	65		

k. Dimension & Contol Plan Sheets (4 sheets)		12	35	5	65		
l. Sanitary Sewer Detail Plan Sheets (2 sheets)		6	20	5	45		
m. Cross Section Plan Sheets (3 sheets)		9	30	5	55		
n. Waterline Detail Plan Sheets (2 sheets)		6	20	5	45		
Underground Storm Sewer Utility Relocation(s) (1 sheet)		2	20	5	30		
F. SWPPP		4	5		5	10	15
Weekly Progress Meetings (30 minutes for 20 weeks)		10	5				2
TASK 4: Bidding Assistance							
A. Attend and Participate in Pre-Bid Meeting		2					1
B. Answer Questions to Potential Bidders with SEH Assistance		2	2				1
C. Assist with preparation of Addenda as needed with SEH assistance		2	2		2		1
D. Attend Bid Opening		2					1
Total hours per labor category	0	289	602	75	1018	20	39

ESTIMATE OF LABOR COSTS:

	Hours	Rate	Extension
Principal	0	\$185.00	\$0.00
Project Engineer	289	\$135.00	\$39,015.00
EIT	602	\$105.00	\$63,210.00
Graduate Engineer	75	\$95.00	\$7,125.00
CAD Designer/Tech	1018	\$60.00	\$61,080.00
Administrative/Accounting	20	\$60.00	\$1,200.00
Administrative Asst./Clerical	39	\$40.00	\$1,560.00
Total Direct Labor Costs:	2043		\$173,190.00

DIRECT EXPENSES:

	Quantity	Rate	Extension
Equipment usage - Technology	2043	\$6.00	\$12,258.00
Mileage		\$0.70	\$0.00
Flights		\$400.00	\$0.00
Hotels		\$110.00	\$0.00
Meal (GSA rate)		\$68.00	\$0.00
Reproduction		\$100.00	\$0.00
Subconsultant 1	LS	LS	1
Subconsultant 2	LS	LS	1
Total Expenses			\$12,258.00

SUMMARY: Total Labor Costs + Expenses + Fee

\$185,448.00

ESTIMATED TOTAL SCHEDULE G **\$185,400.00**

February 14, 2025



Mr. Shawn McMahon, P.E.
Principal, Practice Center Lead
Airport Planning and Design
Short Elliott Hendrickson Inc

Reference: Proposal for the McAllen Terminal Renovation and Expansion Project (Rev-3)
McAllen International Airport (MFE)
Gates 1 through 10
McAllen, Texas
ASE Job No.: 125008SEHMFEE

Dear Mr. McMahon:

Per your request, AERO Systems Engineering, Inc. (ASE) is pleased to offer Short Elliott Hendrickson Inc (SEH) our fee proposal for the referenced design services. Our understanding of the project scope is outlined below.

PROJECT DESCRIPTION

Background:

McAllen International Airport (MFE) currently has a terminal expansion project to add 4 new gates and relocate 2 existing gates.

Approach:

Schedule A will be to evaluate the current airside conditions on Gates 1, 2, 3, 4, 5, 6, and 7, and develop pre-design exhibits and an assessment report for all future phases of the project.

Schedule B will be to develop schematic design documents that reflect the future 4-gate expansion.

Schedules C and D, (by others), also referred to as “Phase 1”, will decouple the hold rooms at gates 1 & 3 and relocate gate 3 from its existing position to accommodate the future gate 3 hold room. The gate 3 passenger boarding bridge and associated equipment will be replaced during this phase. AERO has no tasks or deliverables for Phase 1.

Schedules E and F, also referred to as “Phase 2”, will relocate gate 2 and add new gates 7, 8, 9, and 10 to the new terminal expansion area.

Deliverable Schedule:

Schedule A

- Pre-Design assessment report of all 10 gates for all phases of the project.
Duration: 14 weeks (March 2025 to June 2025)

Schedule B

- Schematic Design for all 10 gates for all phases of the project.
Duration: 20 weeks (May 2025 to September 2026)

Schedule C (by others)

Schedule D (by others)

Schedule E

- Design Document Package #2 for gate 2 relocation & new gates 7, 8, 9, and 10
Duration: 20 weeks (July 2026 to November 2026)

Schedule F

- Construction Document Package #2 for gate 2 relocation & new gates 7, 8, 9, and 10
Duration: 32 weeks (November 2026 to June 2027)

SCHEDULE A - SCOPE:

ASE engineers and surveyors will travel to MFE to perform an airside survey of the existing gate areas utilizing automated robotic survey equipment. This survey will document the current location of all necessary pavement markings and above ground fixed objects located in the vicinity of where the aircraft park. All existing conditions will be surveyed as necessary to facilitate creating an existing aircraft parking plan. ASE engineers will concurrently catalog and assess the passenger boarding bridges and all relevant ground support equipment (ground power units, pre-conditioned air units, potable water cabinets, and existing electrical conditions).

Existing aircraft parking and GSE exhibits will be created modeling the current airside operation. Existing conditions data will be provided in the form of PDF and AutoCAD files.

Future aircraft parking and GSE exhibits will be created based on architectural drawings supplied by SEH.

ASE Personnel will participate in meetings with SEH and MFE stakeholders to determine airline & GSE requirements.

ASE will provide SEH and MFE stakeholders with future gate layout exhibits for review and approval.

ASE will also provide SEH and MFE stakeholders with written assessments of the passenger boarding bridges and associated ground support equipment.

SCHEDULE B – SCOPE:

ASE engineers and planners will create Schematic Design documents for the future plan that encompasses gates 1 through 10. The Schematic Design documents will include the following:

- Existing aircraft parking plans
- Existing PBB and GSE layout plans
- Future aircraft parking plans
- Future PBB and GSE layout plans
- Preliminary Phasing Exhibits
- Preliminary PBB and GSE Product Specifications

ASE Personnel will attend meetings with SEH and MFE stakeholders as needed to ensure all PBB, GSE and aircraft parking requirements are incorporated in the Schematic Design documents.

SCHEDULE A & B – SERVICE FEE:

Our proposal for the referenced scope is **Fifty-Nine Thousand, Two Hundred Sixty-Eight and 00/100 dollars, (\$59,268).**

SCHEDULE A & B - EXPENSES:

Our proposal for the referenced scope is **Three Thousand, Fifty and 00/100 dollars, (\$3,050).**

SCHEDULE C – BY OTHERS

SCHEDULE D – BY OTHERS

SCHEDULE E – SCOPE:

ASE engineers and planners will create Design Documents (Issued for Permit) for the Phase-2 and Phase-3 plan that encompasses gate 2 relocation and new gates 7, 8, 9, & 10. These Design Documents will include the following:

- Existing aircraft parking plans of gates 2, 7, 8, 9, & 10
- Existing PBB and GSE layout plans for gates 2, 7, 8, 9, & 10
- Future aircraft parking plans of gates 2, 7, 8, 9, & 10
- Future PBB and GSE layout plans for gates 2, 7, 8, 9, & 10
- PBB & Walkway foundation structural designs & specifications
- Electrical One-Line Plans
- Plumbing One-Line Plans (if applicable)
- Phasing Plans
- PBB and GSE Product Specifications

ASE Personnel will attend Schedule C & Schedule D meetings with SEH and MFE stakeholders when requested.

ASE Personnel will attend meetings with SEH and MFE stakeholders as needed to ensure all PBB, GSE and aircraft parking requirements are incorporated in the Design Documents.

SCHEDULE E – SERVICE FEE:

Our proposal for the referenced scope is **Eighty-Nine Thousand, Eight Hundred Fifteen and 00/100 dollars, (\$89,815).**

SCHEDULE E – EXPENSES:

In addition to the service fee above, we would request a travel expense budget of **Two Thousand, Four Hundred and 00/100 dollars, (\$2,400).**

SCHEDULE F – SCOPE:

ASE engineers and planners will develop the Schedule G Design Documents into Construction Documents (Issued For Construction) for the Phase-2 and Phase-3 plan that encompasses gate 2 relocation and new gates 7, 8, 9, & 10. These Design Documents will include the following:

- Existing aircraft parking plans of gates 2, 7, 8, 9, & 10
- Existing PBB and GSE layout plans for gates 2, 7, 8, 9, & 10
- Future aircraft parking plans of gates 2, 7, 8, 9, & 10
- Future PBB and GSE layout plans for gates 2, 7, 8, 9, & 10
- PBB & Walkway foundation structural designs & specifications
- Electrical One-Line Plans
- Plumbing One-Line Plans (if applicable)
- Phasing Plans
- PBB and GSE Product Specifications

ASE Personnel will attend meetings with SEH and MFE stakeholders as needed to ensure all PBB, GSE and aircraft parking requirements are incorporated in the Design Documents.

SCHEDULE F – SERVICE FEE:

Our proposal for the referenced scope is **Seventy-Three Thousand, Nine Hundred Sixty-Four and 00/100 dollars, (\$73,964).**

SCHEDULE F – EXPENSES:

In addition to the service fee above, we would request a travel expense budget of **Two Thousand, Four Hundred and 00/100 dollars, (\$2,400).**

COMPENSATION SUMMARY:

As we are sure you are aware, the scope, magnitude and level of difficulty required for the necessary services can vary. We have attempted to estimate the quantity of effort required to complete the scope of work based on our interpretation of the information available to us. Should the level of effort required be materially greater than that estimated, we would request a change order to our contract to cover additional costs.

SCHEDULE A & B:

Service Fee	\$ 59,268
<u>Expenses Fee</u>	<u>\$ 3,050</u>
DD Sub-Total:	\$ 62,318

SCHEDULE C:

Service Fee	\$ 0
<u>Expenses Fee</u>	<u>\$ 0</u>
DD Sub-Total:	\$ 0

SCHEDULE D:

Service Fee	\$ 0
<u>Expenses Fee</u>	<u>\$ 0</u>
CD Sub-Total:	\$ 0

SCHEDULE E:

Service Fee	\$ 89,815
<u>Expenses Fee</u>	<u>\$ 2,400</u>
DD Sub-Total:	\$ 92,215

SCHEDULE F:

Service Fee	\$ 73,964
<u>Expenses Fee</u>	<u>\$ 2,400</u>
CD Sub-Total:	\$ 76,364

Service Fee Total	\$ 223,047
<u>Expense Total</u>	<u>\$ 7,850</u> (actual cost, no markup)
Total:	\$ 230,897

QUALIFICATIONS

1. All drawing efforts will be based on the surveyed CAD file produced by ASE and architectural drawings supplied by SEH. ASE assumes no liability for errors or omissions associated with the drawings or discrepancies due to subsequent changes to the onsite layout.
2. Airport approvals by Owner.
3. We have assumed electronic drawing/document submission only. Large-scale printing/plotting, reprographic services or overnight express deliveries can be included at an additional cost.

4. Onsite activities are proposed for this project. SEH and MFE will sponsor ASE-identified personnel for badging for the duration of this project, or SEH will provide escort services to ASE personnel while onsite.
5. We have included attending regular/routine meetings in-person and via teleconference, as necessary.
6. This proposal assumes goals can be achieved but does not guarantee it.
7. Delays and schedule impacts outside of ASE's control can result in extending the project's timeline. Should delays occur, additional costs for ASE services rendered would apply.
8. If fees or other charges are subject to, or become subject to, sales or gross receipts taxes, we will bill any such applicable taxes, in addition to the fees or other charges proposed herein, and the client will be responsible for reimbursing ASE for the same.
9. We will perform our services in a manner consistent with that level of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is included or intended by this agreement.
10. Our liability to the client relating to this agreement or our services under this agreement, whether based on negligence, breach of contract, strict liability or otherwise, shall not exceed, in the aggregate, ASE's total fee for services under this agreement or applicable work letter.
11. All site survey work, new layout evaluation/drawings, and striping installation drawings are included.
12. Our proposal is contingent upon the execution of a mutually agreeable contract and is valid for 90 days from the date referenced above.

We trust you will find our proposal in order and look forward to hearing from you in the very near future. In the meantime, should you have any questions, or require additional information, please feel free to call.

Respectfully,



Robert J. Pastor, PE
V.P. South Central US Operations
AERO Systems Engineering, Inc.

Attachments: SEH-McAllen Fee Estimate (2-14-2025).pdf

Cc: Tobin Gaedke
File



January 22, 2025

Shawn McMahon, PE (MN, WI, IA, SD, VA)
Principal, Practice Center Lead
Airport Planning and Design
Short Elliott Hendrickson Inc.

**Re: Construction Cost Estimating
McAllen Terminal Expansion**

Dear Shawn:

Thank you for offering us the opportunity to present this proposal to provide cost-estimating services for the above-referenced project.

Utilizing the information provided in your email of January 19, 2025, we understand that the requested scope deliverables are as follows:

1. A pre-design level of estimate for the proposed project. This will be a refinement of your planning level estimate provided during the planning study. The estimate will include terminal expansion, renovation, apron expansion, and landside civil improvements.
2. A schematic level of estimate for the proposed project consisting of three specific design deliverables that will be developed as part of Schematic Design

We propose a fee breakdown for the submittals as follows

Only SD estimate
selected.

Estimate Phase	Fee
Pre-Design Cost Estimate	\$54,635.00
Schematic Design Cost Estimate	\$78,761.00
Total	\$133,396.00

Notes:

- Vistara will prepare estimates in UNIFORMAT.
- All estimates must be scheduled a minimum of 3 weeks prior to the start date.
- Any change in the number of estimates shown above will necessitate a change in fee.

It is our intent to deliver each completed estimate within 10-15 business days of receiving scaled drawings (electronic .pdf files) and specifications.

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
(312) 986-8660 (P)

www.vistara.com

If you have any questions regarding this proposal or need further information, please do not hesitate to call.

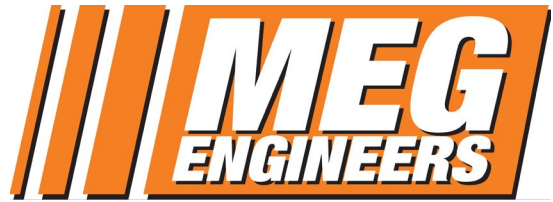
For:

Vistara Construction Services, Inc.

A handwritten signature in blue ink, appearing to read "Sanjiv", with a horizontal line drawn underneath the name.

Sanjiv Pillai, PE

Principal



January 29, 2025

Shawn McMahon, PE
Principal
Short Elliot Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110
(651) 925-7541
smcmahon@sehinc.com

Subject: **Geotechnical Engineering Services**
Proposed McAllen International Terminal Expansion
McAllen, Hidalgo County, Texas
MEG Proposal No. 01-25-102GR

Dear Mr. McMahon (CLIENT):

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **\$217,158.48** Price to be adjusted to \$160,000

The Geotechnical Engineering Services will include two (2) 20-foot soil borings, three (3) 30-foot soil borings, and sixteen (16) 60-foot soil borings for the proposed Terminal Expansion. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, advance testing, pressure meter testing, and Foundation Recommendations.

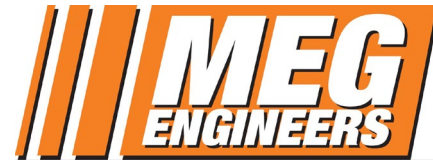
The estimate provided is for the proposed McAllen International Airport Apron Expansion in McAllen, Cameron County, Texas. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

A handwritten signature in blue ink that reads "Raul Palma". The signature is fluid and cursive, with the first name "Raul" and last name "Palma" clearly distinguishable.

Raul Palma, P.E.
Chief Engineer



SCOPE OF SERVICES

The Geotechnical Engineering Services will include two (2) 20-foot soil borings, three (3) 30-foot soil borings, and sixteen (16) 60-foot soil borings for the proposed Terminal Expansion. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, advance testing, pressure meter testing, and Foundation Recommendations.

Environmental, Construction Materials Engineering and Testing services if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

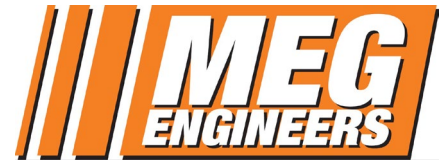
- A. Review and discussion of initial plans provided by client.
- B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
- C. Review of available geologic mapping of the project location.
- D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
- E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

- A. Evaluate and visually classify soil samples.
- B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
- C. Review and analyze the results of the soil testing.
- D. Include the soil boring map and soil boring data.
- E. Determine engineering properties of the soils and prepare foundation and/or pavement recommendations.
- F. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 12 days to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 8 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.



COMPENSATION

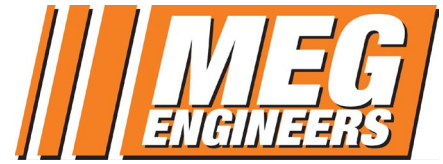
MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **\$217,158.48**. Services will be billed as follows: **50% after completion of drilling, 40% during report development, and 10% after submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

Task	Qty.	Unit Rate	Estimated Cost
Drilled Borings - In Soil 0 - 50 feet (Per Foot)	130.00	24.00	3,120.00
Drilled Borings - In Soil 50 - 100 feet (Per Foot)	960.00	27.02	25,939.20
Rig Mobilization and Demobilization (per trip)	12.00	390.44	4,685.28
Trip Charge for Logger (each mile)	192.00	0.80	153.60
Field Coordination - Logger (per hour)	132.00	75.00	9,900.00
Standard Penetration Test (each test)	281.00	12.00	3,372.00
Field Coordination - Utility Clearance (per hour)	24.00	75.00	1,800.00
Coring (per day)	12.00	3,000.00	36,000.00
Ground Penetrating Radar (per scan)	9.00	150.00	1,350.00
Field Engineer (per hour)	108.00	150.00	16,200.00
Vehicle Trip Charge (per trip)	12.00	40.00	480.00
Soil Backfilling by use of Bentonite (per bag)	55.00	50.00	2,750.00
Standby Time, Rig plus 2 man crew (per hour)	0.00	235.00	0.00
Sub-Total (Geotechnical Drilling & Field Services)			105,910.08

Material Preparation Time (per hour)	75.00	67.00	5025.00
Moisture Content (each test)	281.00	12.58	3,534.98
Soil Engineering Technician (per hour)	120.00	58.83	7,059.60
Percent Passing No. 200 Sieve (each test)	146.00	61.00	8,906.00
Atterberg Limits (each test)	146.00	105.67	15,427.82
Consolidation (each test)	6.00	850.00	5,100.00
Unconfined Undrained Compression (each test)	20.00	175.00	3,500.00
Compression Index (per test)	10.00	350.00	3,500.00
Pressure Meter Testing (per Day)	3.00	6,000.00	18,000.00
Sub-Total (Laboratory Testing)			70,053.40

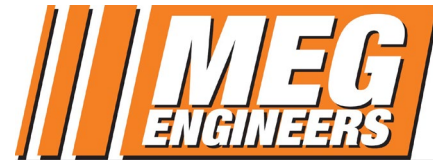
Principal Engineer (per hour)	64.00	180.00	11,520.00
Project Engineer (per hour)	80.00	140.00	11,200.00
Geotechnical Staff (per hour)	75.00	63.00	4,725.00
Staff Engineer (per hour)	110.00	125.00	13,750.00
Sub-Total (Engineering Analysis and Reporting)			41,195.00



The following assumptions were used in preparing the proposal:

- The Client will provide the right-of-entry to conduct the geotechnical engineering services at the subject property.
- MEG's proposal assumes that the reasonably recommended amount of borings and depth will be able to be accomplished with a standard truck mounted drill rig or as otherwise stated herein.
- MEG's proposal assumes that the reasonably recommended laboratory testing will provide sufficient data for the planned development. During the geotechnical drilling activities, if conditions are encountered that changes in the scope of services as provided herein you will be contacted for discussion and approval of any changes prior to MEG is to proceed.
- The total estimated cost and our fee for the geotechnical services does not include the cost for attendance of meetings, conference call attendance, further engineering analysis, review of project documents, depositions, and court appearances beyond those specifically discussed in the scope of services herein. The fees for any additional services will be invoiced with the standard rate of services attached herein.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.



AUTHORIZATION FOR PROFESSIONAL SERVICES Anticipating a reduction in scope.

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in “**Scope of Services**” attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a lump sum amount of **\$217,158.48** without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 “Additional Services”** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.’s administrative costs.

Client: **Short Elliot Hendrickson Inc**

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Signature: _____

Name/Title: _____

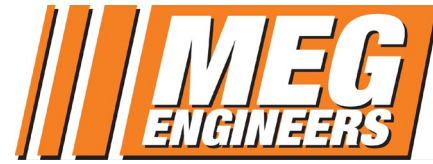
Name/Title: Andres Palma. P.E./ Manager

Date: _____

Date: 01/29/25

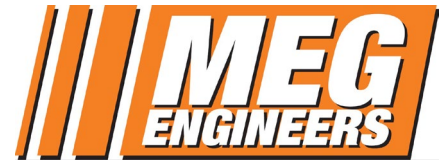
Please address invoice to:	Please address deliverables and notices to:
	Same as invoice: Yes / No, address to:
ATTN:	ATTN:

The geotechnical engineering report will be transmitted electronically as directed by our CLIENT. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 702-4180. Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.



MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.
2. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequently issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.
3. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.
4. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.
5. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
6. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.
7. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by MEG for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.
8. **LIMITATION OF LIABILITY**
MEG's total cumulative liability to the CLIENT of MEG, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or \$217,158.48, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.
9. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.
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The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.



13. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

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CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

15. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

16. INFORMATION MANAGEMENT

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

17. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

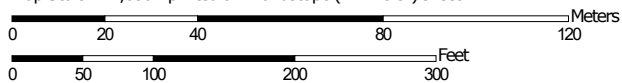
In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Soil Map—Hidalgo County, Texas
(01-25-102G MIA Terminal Expansion)



Soil Map may not be valid at this scale.

Map Scale: 1:1,630 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

1/10/2025
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 23, Aug 30, 2024

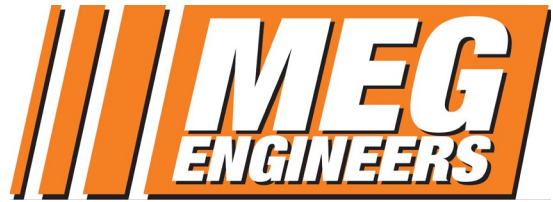
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 7, 2021—Jan 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
21	Harlingen-Urban land complex	5.4	95.2%
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	0.3	4.8%
Totals for Area of Interest		5.6	100.0%



January 29, 2025

Shawn McMahon, PE
Principal
Short Elliot Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110
(651) 925-7541
smcmahon@sehinc.com

Subject: **Geotechnical Engineering Services**
Proposed McAllen International Airport Apron Expansion
McAllen, Hidalgo County, Texas
MEG Proposal No. 01-25-101GR

Dear Mr. McMahon (CLIENT):

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Geotechnical Engineering Services as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The cost for services on this project is **\$58,849.10**

The Geotechnical Engineering Services will include twenty-five (25) 15-foot soil borings for the proposed Apron Expansion. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, CBR testing and Pavement Recommendations following AC 150/5320-6G – Airport Pavement Design and Evaluation guidelines using aircraft traffic data provided by the client for the use of FAARDIELD 2.1 software.

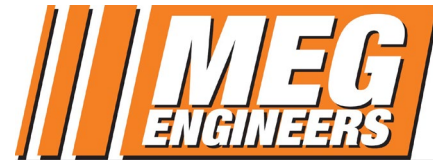
The estimate provided is for the proposed McAllen International Airport Apron Expansion in McAllen, Cameron County, Texas. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the planning and design phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested.

Sincerely,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

A handwritten signature in blue ink that reads "Raul Palma". The signature is fluid and cursive, with the first name "Raul" and last name "Palma" clearly distinguishable.

Raul Palma, P.E.
Chief Engineer



SCOPE OF SERVICES

The Geotechnical Engineering Services will include twenty-five (25) 15-foot soil borings for the proposed Apron Expansion. The report will include water table measurements, soil classification testing, laboratory testing, soil strength characteristics, CBR testing and Pavement Recommendations following AC 150/5320-6G – Airport Pavement Design and Evaluation guidelines using aircraft traffic data provided by the client for the use of FAARDIELD 2.1 software.

Environmental, Construction Materials Engineering and Testing services, if requested from the Engineer will be considered additional services.

TASK I – Initial Project Coordination, Utility Coordination and Field Services

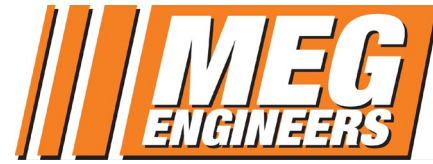
- A. Review and discussion of initial plans provided by client.
- B. Review of utility plans provided by client and/or owner and call Texas One Call for utility location markings for client and/or owner.
- C. Review of available geologic mapping of the project location.
- D. Provide drilling services for field testing and obtain soils samples for laboratory testing.
- E. Obtain depth of water table if any is found.

TASK II – Laboratory Testing and Report Preparation

- A. Evaluate and visually classify soil samples.
- B. Evaluate soil samples through a series of laboratory tests to determine engineering properties.
- C. Review and analyze the results of the soil testing.
- D. Determine engineering properties of the soils and prepare foundation and/or pavement recommendations.
- E. Provide an electronic copy and two printed copies of engineering report.

SCHEDULE

MEG is typically able to schedule a drill rig to the project site within 5 working days after receiving written authorization and notice to proceed. The field drilling and testing activities should take 5 days to complete. Field drilling and testing activities are dependent on the availability of the required site plan and project information, weather, utility locate, and accessibility at the project site. Once the field drilling and testing activities are completed, MEG can provide a preliminary assessment of the site conditions encountered. If a draft of the geotechnical report is required prior to the final geotechnical report completion, please notify us accordingly. The final report is typically completed within 5 weeks from the authorization date. This schedule is typical for the scope of work described herein, please notify us if your needs and project requirements are different.



COMPENSATION

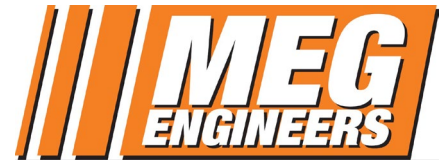
MEG will accomplish the services described in Task I through Task II on the basis of a lump sum fee of **\$58,849.10**. Services will be billed as follows: **50% after completion of drilling, 40% during report development, and 10% after submittal of the report.**

The fee presented in this proposal and outlined in the *Professional Services Unit Rate Schedule* section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the *Provisions* section of this proposal.

Task	Qty.	Unit Rate	Estimated Cost
Drilled Borings - In Soil 0 - 50 feet (per foot)	375.00	24.00	9,000.00
Rig Mobilization and Demobilization (per trip)	5.00	390.44	1,952.20
Trip Charge for Logger (each mile)	90.00	0.80	72.00
Field Coordination - Logger (per hour)	60.00	75.00	4,500.00
Standard Penetration Test (each test)	150.00	12.00	1,800.00
Field Coordination - Utility Clearance (per hour)	20.00	75.00	1,500.00
Coring (per day)	1.00	3,000.00	3,000.00
Soil Backfilling by use of Bentonite (per bag)	19.00	50.00	950.00
Field Engineer (per hour)	0.00	150.00	0.00
Vehicle Trip Charge - Additional (per trip)	0.00	40.00	0.00
Standby Time, Rig plus 2 man crew (per hour)	0.00	235.00	0.00
Sub-Total (Geotechnical Drilling & Field Services)			22,934.20

Material Preparation Time (per hour)	47.00	67.00	3,149.00
Moisture Content (each test)	150.00	12.58	1,887.00
Soil Engineering Technician (per hour)	60.00	58.83	3,529.80
Percent Passing No. 200 Sieve (each test)	30.00	61.00	1,830.00
California Bearing Ratio (M/D Relationship & 3 Specimens) (each test)	8.00	700.00	5,600.00
Determination of Optimum Lime Content (each test)	4.00	380.00	1,520.00
Sulfate Content (each test)	8.00	98.00	784.00
Resistivity of Soils (each test)	2.00	194.00	388.00
Atterberg Limits (each test)	30.00	105.67	3,170.10
Sub-Total (Laboratory Testing)			21,857.90

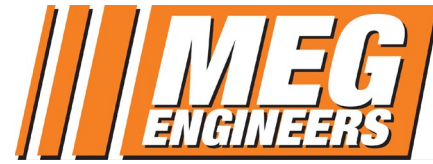
Principal Engineer (per hour)	24.00	180.00	4,320.00
Project Engineer (per hour)	32.00	140.00	4,480.00
Geotechnical Staff (per hour)	14.00	63.00	882.00
Staff Engineer (per hour)	35.00	125.00	4,375.00
Sub-Total (Engineering Analysis and Reporting)			14,057.00



The following assumptions were used in preparing the proposal:

- The Client will provide the right-of-entry to conduct the geotechnical engineering services at the subject property.
- MEG's proposal assumes that the reasonably recommended amount of borings and depth will be able to be accomplished with a standard truck mounted drill rig or as otherwise stated herein.
- MEG's proposal assumes that the reasonably recommended laboratory testing will provide sufficient data for the planned development. During the geotechnical drilling activities, if conditions are encountered that changes in the scope of services as provided herein you will be contacted for discussion and approval of any changes prior to MEG is to proceed.
- The total estimated cost and our fee for the geotechnical services does not include the cost for attendance of meetings, conference call attendance, further engineering analysis, review of project documents, depositions, and court appearances beyond those specifically discussed in the scope of services herein. The fees for any additional services will be invoiced with the standard rate of services attached herein.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.



AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in “**Scope of Services**” attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a basis of a lump sum amount of **\$58,849.10** without modification. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 “Additional Services”** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.’s administrative costs.

Client: **Short Elliot Hendrickson Inc**

Consultant: **Millennium Engineers Group, Inc.**

Signature: _____

Signature: _____

Name/Title: _____

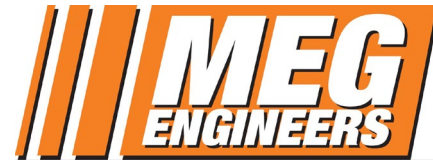
Name/Title: Andres Palma. P.E./ Manager

Date: _____

Date: 01/29/25

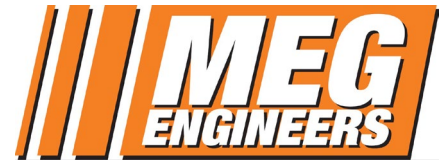
Please address invoice to:	Please address deliverables and notices to:
	Same as invoice: Yes / No, address to:
ATTN:	ATTN:

The geotechnical engineering report will be transmitted electronically as directed by our CLIENT. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed *Authorization for Professional Services* to (956) 702-4180. Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.



MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

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CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

15. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

16. INFORMATION MANAGEMENT

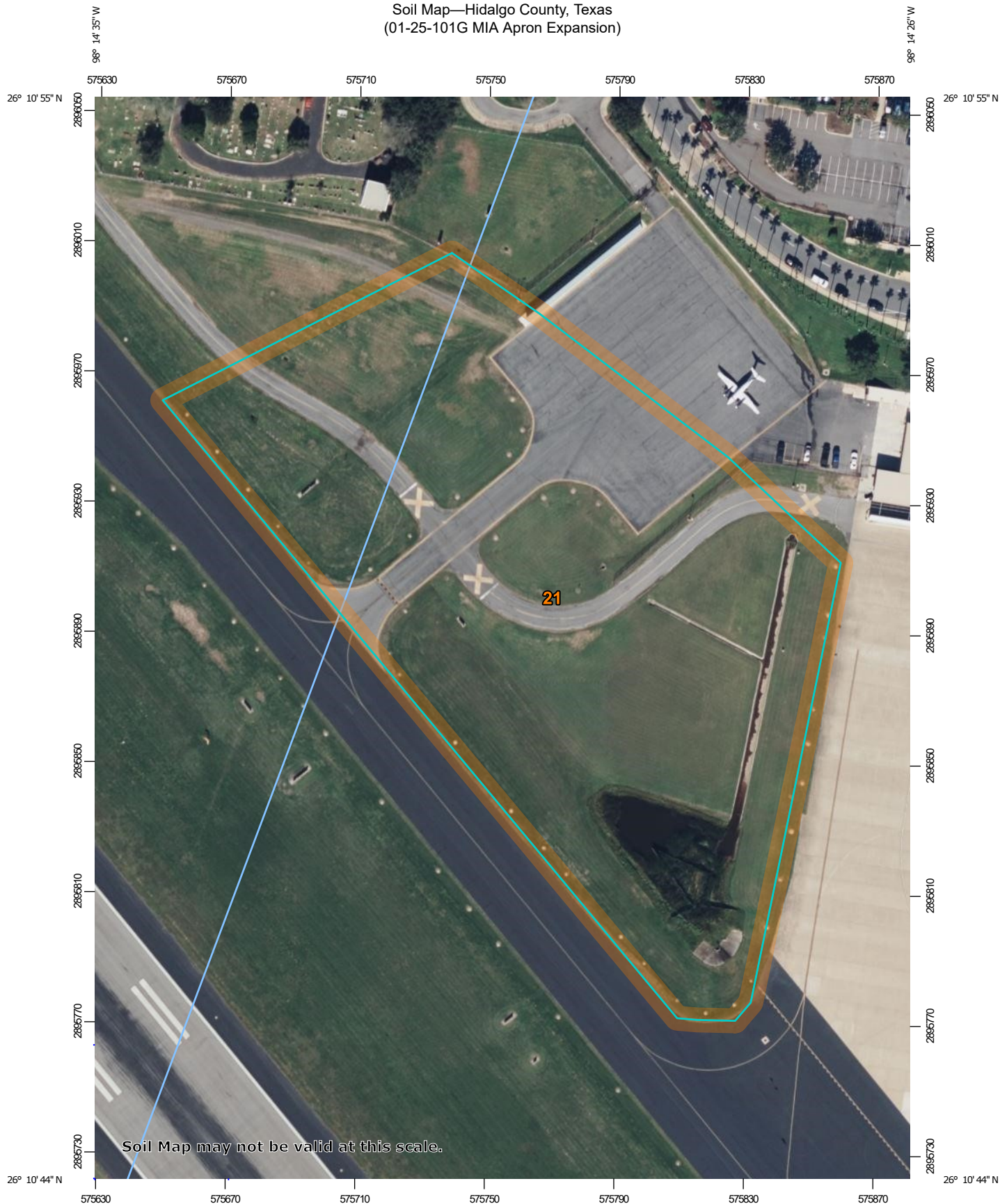
CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

17. ON-SITE RESPONSIBILITIES AND RISKS

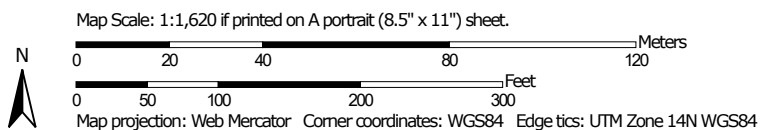
Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

Soil Map—Hidalgo County, Texas (01-25-101G MIA Apron Expansion)



Soil Map may not be valid at this scale.



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

1/10/2025
Page 1 of 3

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 23, Aug 30, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 7, 2021—Jan 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
21	Harlingen-Urban land complex	6.1	100.0%
Totals for Area of Interest		6.1	100.0%



February 15, 2025

Mr. Shawn McMahon
Short Elliot Hendrickson (SEH)
smcmahon@sehin.com
651-894-2508

P57604.001 - McAllen Airport Expansion Engineering Services – Mechanical, Electrical, Plumbing, Survey, Subsurface Utility Engineering (SUE), and Information & Communications Technology (ICT)

Dear Mr. McMahon,

Halff Associates is pleased to submit the enclosed proposal to provide professional engineering services for an approximate 94,000 square feet of new construction and 71,000 square feet of renovation at the McAllen Airport. It is our understanding that the project will have a CMaR delivery method, and our scope only includes design services, no CA services. The scope of this proposal identifies various line-item costs for your review and consideration.

Please refer to the attached scope of services to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with SEH on this project. Enclosed, please find the proposed scope of services broken into 4 separate tasks. Task #1 includes a comprehensive schematic design phase which includes an assessment of the existing MEP and ICT systems. It also includes recommendations for MEP and ICT system improvements. Task #2 includes design development and construction documents for the baggage, ticketing, administrative area expansion, checkpoint, center node/commons, and FIS expansion (approximately \$78M project). Task #3 includes design development and construction documents for the concourse improvements (approximately \$81M project). Refer to Exhibit A for a color-coded conceptual floor plan with areas included in scope for renovation and new construction. Task #4 incorporates surveying services for the Apron Expansion. If you find the scope of services agreeable, you may authorize Halff to proceed by signing the contract. Your signature will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email. This will act as our notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

If you have any questions or concerns, please don't hesitate to contact me. We are open to reaching mutually agreeable terms and we look forward in partnering with you on this project as we help turn your ideas into reality.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gabriel Benavides Jr.", written over a light blue horizontal line.

Gabriel Benavides Jr., PE
Vice President
MEP/ICT Director

TASK #1

Pre-Design and Schematic Design

The following scope of services applies to the McAllen Airport expansion project. The scope of work incorporates existing condition assessment to mechanical, electrical, plumbing (MEP), information and communication technology systems (ICT). The recommendations for improvements to such systems will be provided in a narrative form report. The narrative will incorporate basis of design system types as a design guide for the design bid packages that will follow.

1. Pre-design - Engineering Field Condition Assessment

This task primarily lists the scope to identify existing conditions of existing MEP and ICT systems as well as civil/site improvements in a narrative form. Preliminary design documentation is excluded. No topographic survey will be included, and all civil improvement assessment will be based on existing lidar. Civil tasks are associated with existing building and parking area only and runway expansion is not included within these tasks.

1.1 Mechanical:

- 1.1.1 Identify chilled water plant historical loads to determine existing full loads for existing building. (from BAS trend data)
- 1.1.2 Identify existing condition of HVAC mechanical equipment by visual observation.
- 1.1.3 Evaluate physical mechanical space for future expansion by visual observation.
- 1.1.4 Identify existing condition of exhaust mechanical equipment by visual observation.
- 1.1.5 Evaluate chilled water supply and return hydronic piping for additional GPM flow.
- 1.1.6 Evaluate existing system controls and sequences.
- 1.1.7 Evaluate exterior cooling towers and surrounding mechanical area.

1.2 Electrical:

- 1.2.1 Identify existing electrical utility services and confirm peak demand loads for the previous year with the electrical utility company.
- 1.2.2 Identify existing electrical gear and its existing demand capacity. This task will require assistance by a City of McAllen electrician.
- 1.2.3 Identify existing conditions of electrical gear by visual observation.
- 1.2.4 Identify existing conditions of electrical system grounding system by visual observations.
- 1.2.5 Identify load capacity of existing emergency generator as well as existing conditions as per a visual observation and review of yearly maintenance reports. This task will require the City of McAllen to supply Halff with the generator maintenance reports from previous two to three years.

1.3 Plumbing:

- 1.3.1 Identify existing plumbing sanitary size and physical locations from existing drawings and field observations.
- 1.3.2 Identify existing domestic water mains size and physical locations from existing drawings and field observations.
- 1.3.3 Identify existing fixture units for domestic hot/cold water supplies and sanitary drainage.
- 1.3.4 Evaluate existing condition of plumbing sanitary.
- 1.3.5 Evaluate existing condition of domestic water mains.
- 1.3.6 Evaluate existing primary and overflow roof drain.
- 1.3.7 Evaluate existing condition of plumbing equipment (Water heaters, boilers, pumps, ETC)

1.4 Information and Communication Technology (ICT):

- 1.4.1 Identify existing security camera system technology and current functionality effectiveness. This will require an onsite meeting with the airport technology manager for insight information.
- 1.4.2 Identify existing electronic access control system technology and current functionality. This will require an onsite meeting with the airport technology manager for insight information.
- 1.4.3 Identify existing MDF/IDF conditions. This may include but not be limited to existing network racks, grounding, and the type of network cabling being utilized (e.g. category 5e, 6 or 6A.)
- 1.4.4 Identify existing public address (PA) system conditions. This includes assisted listening systems and automated announcement systems.

2 Schematic Design - MEP/ICT Systems Improvements Narrative

This phase incorporates in a narrative form, improvement to existing MEP and ICT equipment deficiencies identified in Task 1. It also incorporates MEP and ICT system improvement recommendations required to accommodate the airport expansion construction phases. The preliminary design effort will be provided in a narrative form report and be considered as the MEP and ICT schematic design deliverable.

2.1 Mechanical:

- 2.1.1 Provide recommendations for potential improvements to existing chilled water systems.
- 2.1.2 Provide recommendations for potential improvements to chilled water hydronic piping building distribution and pump systems.
- 2.1.3 Provide recommendations for potential improvements to existing HVAC mechanical equipment.
- 2.1.4 Provide recommendations for potential improvements to building exhaust systems.
- 2.1.5 Provide recommendations for potential improvements to system controls and sequences.

- 2.1.6 Provide recommendations for potential improvements to exterior cooling towers and surrounding mechanical area.

2.2 Electrical:

- 2.2.1 Provide high level recommendations for improvements to existing electrical distribution systems. This may include electrical switchboards and panelboards at or near life expectancy.
- 2.2.2 Provide recommendations for potential electrical grounding system improvements.
- 2.2.3 Identify potential improvements to existing emergency generator.

2.3 Plumbing Engineering Design Services

- 2.3.1 Provide recommendations for potential improvements to existing sanitary water main.
- 2.3.2 Provide recommendations for potential improvements to existing domestic water mains.
- 2.3.3 Provide recommendations for potential improvements to existing domestic hot water for restrooms and support areas.
- 2.3.4 Provide recommendations for hot water generating, distribution, and circulating equipment.
- 2.3.5 Provide recommendations for potential improvements to roof drain piping inside the building and coordinate with civil plans for storm water connections to roof drains in terminal expansion.

2.4 ICT:

- 2.4.1 Halff will provide security camera system and access controls technology improvement recommendations to deficiencies found under task 1, that are aligned as per current industry standards.
- 2.4.2 Halff will provide high level recommendations for cyber security measures to HVAC building automation system, fire alarm, electronic security, emergency generators, and sub-metering equipment as per current federal government adopted standards.
- 2.4.3 Halff will provide improvement recommendations to deficiencies found under task 1 to improve MDF/IDF conditions as per BICSI standards.
- 2.4.4 Halff will provide improvement recommendations to deficiencies found under task 1 to improve public address (PA) systems.

3 Schematic Design - MEP/ICT Systems Impact Narrative

This task incorporates identifying building system impacts for the expansion improvement. The scope tasks written below are written with the assumption that All scope of work listed incorporates a narrative form deliverable with the exclusion of preliminary design drawings.

3.1 Mechanical:

- 3.1.1 Provide recommendations for potential improvements to existing chilled water systems.
- 3.1.2 Provide high level recommendations for potential improvements to existing chilled water plant. This may include the addition of chilled water equipment such as added cooling towers, chillers, and pumps.

- 3.1.3 Provide high level recommendations for potential improvements to chilled water hydronic piping building distribution. This may include the addition on new hydronic piping and resizing of existing hydronic piping for increase GPM.
- 3.1.4 Provide high level recommendations for potential improvements to existing HVAC mechanical equipment. This may include the addition of new cooling/heating mechanical equipment and the physical expansion of mechanical spaces.
- 3.1.5 Provide high level recommendations to improve indoor air quality.
- 3.1.6 Provide high level recommendations for potential improvements to building exhaust systems. This may include the addition on new building exhaust equipment.
- 3.1.7 Provide high level recommendations for potential improvements to system controls and sequences.

3.2 Electrical:

- 3.2.1 Provide high level recommendations for potential improvements to existing electrical distribution system. This may include the addition of a new electrical distribution system. The recommendations per option will incorporate a detailed electrical load estimate analysis as well as new transformer location as required.
- 3.2.2 Develop a power system resiliency study which identifies best practices to improve electrical resiliency at airport. This section of the study will identify potential utility transformer redundancy, electrical service feeder redundancy, backup generator redundancy, and the elimination of single points of failure.

3.3 Plumbing:

- 3.3.1 Provide high level improvement recommendations to existing sanitary water mains for each expansion option.
- 3.3.2 Provide high level improvement recommendations to existing domestic water mains for each expansion option.
- 3.3.3 Provide high level improvement recommendations to existing domestic hot water for restrooms and support areas for each expansion option.
- 3.3.4 Provide high level improvement recommendations for hot water generating, distribution, and circulating equipment for each expansion option.
- 3.3.5 Provide high level improvement recommendations to roof drain piping inside the building, and coordinate with civil plans for storm water connections to roof drains in terminal expansion.

3.4 ICT:

- 3.4.1 Halff will provide high level camera system technology and access controls improvement recommendations that are aligned as per airport expansion options.
- 3.4.2 Halff will provide general guidelines for cyber security measures to HVAC building automation system, fire alarm, electronic security, emergency generators, and sub-metering equipment as per current federal government adopted standards for each airport expansion option.
- 3.4.3 Halff will provide recommendations to improve MDF/IDF conditions as per BICSI standards and requirements to meet the needs to the airport expansion options.
- 3.4.4 Halff will provide general recommendations to improve public address (PA) systems as per requirements to meet needs of the airport expansion options.

4 Schematic Design - Project Coordination/Management

This task identifies the anticipated project coordination meetings, client workshop meetings and presentations.

- 4.1.1 During the schematic design process, Halff will be attending bi-weekly virtual meetings with the design team. It is assumed that a max of 19 virtual meetings will be scheduled. A design lead representative for electrical, ICT, and mechanical engineering will be present in meetings. Critical decisions and project progress will be tracked in meeting minutes and will be distributed to SEH for reference.
- 4.1.2 Halff will have the lead professionals for each discipline be present at Owner deliverable meetings. It is assumed that three workshop meetings will be required in which Halff will prepare power point type slides to demonstrate progress.
- 4.1.3 Halff will provide one lead professional at one public hearing meeting.
- 4.1.4 Project progress and tacking effort. This incorporates reporting

5 Assumptions

The preparation of this proposal is made with the following assumptions:

- 5.1.1 The City of McAllen will provide a licensed electrician in a as needed basis for engineers site assessments.
- 5.1.2 A third-party estimating firm will be performing project system cost estimating based on Halff's narrative.
- 5.1.3 SEH will be establishing the schematic design narrative template to follow.
- 5.1.4 The following items shall be provided by the prime consultant to Halff:
 - Project base files in Revit/BIM format.
- 5.1.5 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

Estimated Project Schedule:

- Engineering Field and Condition Assessment – 14 weeks after project kick off.
- System Improvements Phase – 20 weeks after condition assessment data capture is complete.



6 Professional Fees

Halff will perform the defined Scope of Services as stated above.

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

5.1 MEP Engineering Services

The MEP Engineering Services fee shall be **lump sum** cost of work for the MEP scope of the project. Refer to Schedule A1 and B for professional fee task breakdown and reimbursable expenses.

MEP Services	Professional Fee	Fee Type
Pre-design/SD Phase (MEP, ICT)	Schedule A1	Lump Sum
Schematic Design	Schedule B	Lump Sum

5.2 Reimbursable Expenses

Direct costs including printing and reproduction, postage, messenger service, and travel mileage and expenses will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated fee for reimbursable expenses will not be exceeded without prior approval from the Owner.

Approved by:

Signature: _____

Name: _____

Title: _____

Date: _____

TASK #1 Pre-design (Survey and Subsurface Utility Engineering)

The following scope of services applies to the McAllen Airport expansion project. The scope of work includes topographic survey for design and Subsurface Utility Engineering.

1. Topographic Survey for Design

1.1 Survey:

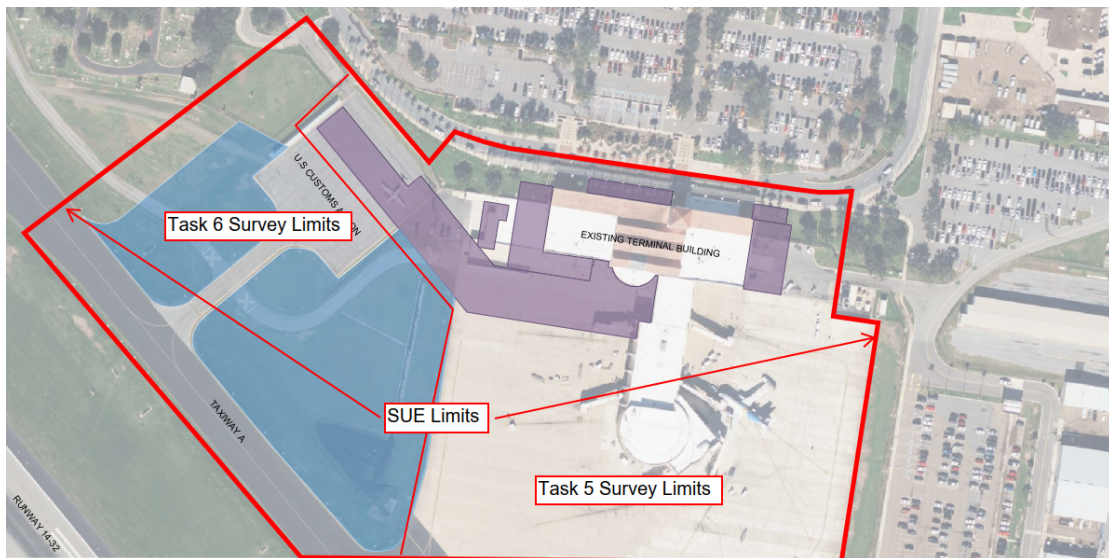
- 1.1.1 Locate all improvements 3-dimensionally within the project limits.
- 1.1.2 Locate all observable utilities within the project limits
- 1.1.3 Underground utilities shall be shown per located marks set by Subsurface Utility Engineering (SUE) and available as-built information.
- 1.1.4 Generate Contours
- 1.1.5 Generate Digital Terrain Model (DTM)
- 1.1.6 Preparation of an electronic drawing in AutoCAD Civil 3D
- 1.1.7 Survey to be referenced to the coordinate system and datum preferred by the McAllen International Airport.

2. Subsurface Utility Engineering (SUE)

2.1 SUE:

- 2.1.1 Subsurface Utility Engineering to Level B Accuracy
- 2.1.2 This does not include any potholing.

Project Area



3 Professional Fees

Halff will perform the defined Scope of Services as stated above.

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

3.1 Surveying Services

The Surveying Services fee shall be **lump sum** cost of work for the surveying scope of the project. Refer to Schedule A2 for professional fee task breakdown and reimbursable expenses.

Surveying Services	Professional Fee	Fee Type
Pre-design/SD Phase (Survey, SUE)	Schedule A2	Lump Sum

TASK #2

Bid Package #1 Ticketing, Baggage Claim and FIS

The project consists of professional engineering services for improvements to existing McAllen Airport. This scope of work specifically includes Bid Package #1 tasks. Bid Package #1 incorporates MEP and ICT improvements to approximately total estimated construction cost of \$78M. It is estimated for design development to have a 20-week schedule and 32 weeks for construction document development. The following areas of new construction are included the scope of work:

- ❖ Upper - Ticketing expansion
- ❖ Upper - Ticketing lobby and restroom
- ❖ Upper - Baggage Expansion
- ❖ Upper - New Carousel Area
- ❖ Upper – Transportation Security Administration (TSA) Checkpoint and associated offices
- ❖ Lower – Airline Support
- ❖ Lower – FIS Common Area
- ❖ Lower - FIS Baggage
- ❖ Lower – Loading Dock
- ❖ Lower - Federal Inspection Service (FIS) offices, immigration, and associated common and support areas

The following area are included as renovation work in this scope of work.

- ❖ Upper - Gateway lounge
- ❖ Upper – TSA offices
- ❖ Upper – Café
- ❖ Upper – Common Area
- ❖ Lower - FIS Immigration, restrooms and baggage claim
- ❖ Lower – Checked Baggage Inspection System Area (CBIS)

1. MEP Project Management and Coordination

- 1.1.1 MEP Project Management
- 1.1.2 MEP Project biweekly meetings for 32 weeks.

2. Scope of MEP Engineering Services

The following are included under the basic MEP engineering scope of services.

2.1 Mechanical Engineering Design Services

- 2.1.1 Perform heating and cooling loads and ventilation calculations.
- 2.1.2 Design of general and specialty exhaust ventilation systems.
- 2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices.

- 2.1.4 Design of chilled water system.
- 2.1.5 Design of automatic controls system and sequences for mechanical equipment.
- 2.1.6 Development of mechanical details and schedules pertaining to the scope of work.
- 2.1.7 Development of mechanical specifications.
- 2.1.8 Perform a mechanical ComCheck to determine energy code compliance.
- 2.1.9 Preparation of existing conditions and demolition plans for renovation areas.

2.2 Electrical Engineering Design Services

- 2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules.
- 2.2.2 Provide electrical power plan with electrical equipment layout and branch circuit design.
- 2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules.
- 2.2.4 Development of electrical details pertaining to the scope of work.
- 2.2.5 Development of electrical specifications. Illumination and illumination controls specs by others.
- 2.2.6 Perform electrical ComCheck to determine energy code compliance.
- 2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect.
- 2.2.8 Coordination of electrical utility improvements with stakeholders and electrical utility.
- 2.2.9 Preparation of existing conditions and demolition plans for renovation areas.

2.3 Plumbing Engineering Design Services

- 2.3.1 Design of sanitary sewer, and vent system.
- 2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves.
- 2.3.3 Development of plumbing riser pertaining to the scope of work.
- 2.3.4 Development of plumbing fixture schedules and details pertaining to the scope of work.
- 2.3.5 Development of plumbing specifications pertaining to the scope of work.
- 2.3.6 Performance specification for sprinkler system.
- 2.3.7 Preparation of existing conditions and demolition plans for renovation areas.

2.4 MEP Engineering Quality Control Reviews

- 2.4.1 30% CD Quality Control Review
- 2.4.2 60% CD Quality Control Review
- 2.4.3 90% CD Quality Control Review
- 2.4.4 100% CD Quality Control Review

3. Scope of Specialty Supplemental Services **Information and Communication Technology (ICT) Services**

The following are considered supplemental specialty services.



Specialty ICT design services will consist of electronic safety & security systems (ESS), network video surveillance system (VSS) cameras (PoE), access control devices (ACS), intrusion/intruder detection system (IDS), fire alarm system, and intercom systems. The following is a detailed scope of work.

3.1 Design for Video Surveillance Systems

- 3.1.1 Develop an IP based surveillance camera system based on the **City of McAllen's** enterprise standard.
- 3.1.2 Coordinate with **City of McAllen's** security representative for best location of IP cameras suitable for indoor and outdoor areas.
- 3.1.3 Recommend camera based on the Detect, Observation, Recognition, and Identity (DORI) standard system for video surveillance systems.
- 3.1.4 Surveillance camera plans, schedules, and installation details.
- 3.1.5 Specifications of contractor's minimal qualifications to install electronic security systems.

3.2 Design of Access Control System

- 3.2.1 Access control system to specify will be a scalable type.
- 3.2.2 3.3.2 Design of access control system for perimeter and interior spaces. Doors and gates.
- 3.2.3 Coordination with owner and architect for type of card reader and access card type.
- 3.2.4 Coordination with architect on access control components required based on door hardware.
- 3.2.5 Specify access control systems based on NPFA 101, Life Safety requirements.
- 3.2.6 Access control plans, schedules, and installation details.
- 3.2.7 Specifications of contractor's minimal qualifications to install electronic security systems.

3.3 Design of Intrusion/Intruder Detection System

- 3.4.1 Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of objects requirements.
- 3.4.2 Design an intrusion/intruder detection system to be integrated with video surveillance and access control system security suite.
- 3.4.3 Intrusion/intruder detection plans, schedules, and installation details.
- 3.4.4 Specifications of contractor's minimal qualifications to install electronic security systems.

3.5 Design of Audio Visual

- 3.5.1 Pathways, connectors, cabling, and terminations for all Audio Visual (AV) equipment will be specified based on the equipment of use.
- 3.5.2 Audio/Visual plans, schedules, and installation details.

3.6 Design of Fire Alarm System

- 3.6.1 Design of Digital Addressable Fire Alarm System based on NFPA 72, International Building Code, International Fire Code, Texas Accessibility Standards, and applicable local city codes.
- 3.6.2 Coordination with Authority Having Jurisdiction (AHJ) for applicable local city codes.
- 3.6.3 Fire Alarm plans, schedules, and installation details.

3.7 Design of Intercom System

- 3.7.1 Develop an IP based intercom system based on the City of McAllen enterprise standard.
- 3.7.2 3.7.2 Coordinate with City of McAllen's representatives for best location of IP speaker and visual display elements suitable for indoor and outdoor areas.
- 3.7.3 Recommend devices based on intelligibility and audibility standard system for life safety and mass evacuation systems.
- 3.7.4 Intercom plans, schedules, and installation details.
- 3.7.5 Specifications of contractor's minimal qualifications to install electronic communication systems.

3.8 Design of Automated Announcement Systems

3.9 Design of Assisted Listening Systems

3.10 Development of ICT schedules and details

3.11 Development of ICT specifications

3.12 ICT Engineering Reviews

- 3.12.1 30% CD Quality Control Review.
- 3.12.2 60% CD Quality Control Review
- 3.12.3 90% CD Quality Control Review
- 3.12.4 100% CD Quality Control Review

4 Assumptions

The preparation of this proposal is made with the following assumptions:

4.1 Project design deliverables included in this proposal consist of:

- 30% Construction Documents
- 60% Construction Documents
- 90% Construction Documents (GMP Pricing Set)
- 100% Construction Documents

4.2 The following items shall be provided by the prime consultant to Halff:

- Project base files in Revit/BIM format.

4.3 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the



Engineer.

- 4.4 Existing conditions MEP/ICT drawings will be provided in 2D format into Revit 360. Existing conditions will not be 3D modeled. If 3D modeling of existing systems is required, supplemental services can be provided.

5 Professional Fees

Halff will perform the defined Scope of Services as stated above.

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

5.1 MEP Engineering Services

The MEP Engineering Services fee will be **lump sum** cost of work for the MEP scope of the project. Detailed scope of work task breakdown is found in attached Schedule C1, C2, D1 and D2.

MEP Services	Professional Fee	Fee Type
Design Development – Bid Package 1	Schedule C1	Lump Sum
Construction Document – Bid Package 1	Schedule D1	Lump Sum

5.2 ICT Engineering Supplemental Services

The ICT Engineering Services fee shall be **lump sum** cost of work for the ICT scope of the project.

ICT Services	Professional Fee	Fee Type
Design Development – Bid Package 1	Schedule C2	Lump Sum
Construction Document – Bid Package 1	Schedule D2	Lump Sum

5.3 Reimbursable Expenses

Direct costs including printing and reproduction, postage, messenger service, and travel mileage and expenses will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated fee for reimbursable expenses will not be exceeded without prior approval from the Owner. Refer to Schedule C1, C2, C3 and C4 for reimbursable expenses.

Approved by:

Signature: _____

Name: _____

Title: _____

Date: _____

TASK #3

Bid Package #2 Concourse Area Project Description

The project consists of professional engineering services for improvements to existing McAllen Airport. This scope of work specifically includes Bid Package 2 tasks. Phase 2 incorporates MEP and ICT improvements to approximately 62,000 sf, and approximately estimated at \$81M of new construction. It is estimated for design development to have a 20-week schedule and 32 weeks for construction document development. The following areas of new construction are included the scope of work:

- ❖ Upper - Concourse Airport Support
- ❖ Upper - Concourse Gatehold Lounge
- ❖ Upper - Concourse Offices
- ❖ Upper - Concourse Gang restrooms
- ❖ Upper - Concourse Concession
- ❖ Upper - Concourse Childs' Play
- ❖ Upper - Concourse Hallway

1. MEP Project Management and Coordination

- 1.1.1 MEP Project Management
- 1.1.2 MEP Project biweekly meetings for 32 weeks.

2. Scope of MEP Engineering Services

The following are included under the basic MEP engineering scope of services.

2.1 Mechanical Engineering Design Services

- 2.1.1 Perform heating and cooling loads and ventilation calculations.
- 2.1.2 Design of general and specialty exhaust ventilation systems.
- 2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices.
- 2.1.4 Design of chilled water system.
- 2.1.5 Design of automatic controls system and sequences for mechanical equipment.
- 2.1.6 Development of mechanical details and schedules pertaining to the scope of work.
- 2.1.7 Development of mechanical specifications.
- 2.1.8 Perform a mechanical ComCheck to determine energy code compliance.
- 2.1.9 Preparation of existing conditions and demolition plans for renovation areas.

2.2 Electrical Engineering Design Services

- 2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules.
- 2.2.2 Provide electrical power plan with electrical equipment layout and branch circuit design.
- 2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules.

- 2.2.4 Development of electrical details pertaining to the scope of work.
- 2.2.5 Development of electrical specifications. Excluding lighting and lighting control specs.
- 2.2.6 Perform electrical ComCheck to determine energy code compliance.
- 2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect.
- 2.2.8 Coordination of electrical utility improvements with stakeholders and electrical utility.
- 2.2.9 Preparation of existing conditions and demolition plans for renovation areas.

2.3 Plumbing Engineering Design Services

- 2.3.1 Design of sanitary sewer, and vent system.
- 2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves.
- 2.3.3 Development of plumbing riser pertaining to the scope of work.
- 2.3.4 Development of plumbing fixture schedules and details pertaining to the scope of work.
- 2.3.5 Development of plumbing specifications pertaining to the scope of work.
- 2.3.6 Performance specification for sprinkler system.
- 2.3.7 Preparation of existing conditions and demolition plans for renovation areas.

2.4 MEP Engineering Quality Control Reviews

- 2.4.1 30% CD Quality Control Review
- 2.4.2 60% CD Quality Control Review
- 2.4.3 90% CD Quality Control Review
- 2.4.4 100% CD Quality Control Review

3. Scope of Specialty Supplemental Services

Information and Communication Technology (ICT) Services

The following are considered supplemental specialty services.

Specialty ICT design services will consist of electronic safety & security systems (ESS), network video surveillance system (VSS) cameras (PoE), access control devices (ACS), intrusion/intruder detection system (IDS), fire alarm system, and intercom systems. The following is a detailed scope of work.

3.1 Design for Video Surveillance Systems

- 3.1.1 Develop an IP based surveillance camera system based on the **City of McAllen's** enterprise standard.
- 3.1.2 Coordinate with **City of McAllen's** security representative for best location of IP cameras suitable for indoor and outdoor areas.
- 3.1.3 Recommend camera based on the Detect, Observation, Recognition, and Identity (DORI) standard system for video surveillance systems.
- 3.1.4 Surveillance camera plans, schedules, and installation details.
- 3.1.5 Specifications of contractor's minimal qualifications to install electronic security systems.

3.2 Design of Access Control System

- 3.2.1 Access control system to specify will be a scalable type.
- 3.2.2 3.3.2 Design of access control system for perimeter and interior spaces. Doors and gates.
- 3.2.3 Coordination with owner and architect for type of card reader and access card type.
- 3.2.4 Coordination with architect on access control components required based on door hardware.
- 3.2.5 Specify access control systems based on NFPA 101, Life Safety requirements.
- 3.2.6 Access control plans, schedules, and installation details.
- 3.2.7 Specifications of contractor's minimal qualifications to install electronic security systems.

3.3 Design of Intrusion/Intruder Detection System

- 3.4.1 Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of objects requirements.
- 3.4.2 Design an intrusion/intruder detection system to be integrated with video surveillance and access control system security suite.
- 3.4.3 Intrusion/intruder detection plans, schedules, and installation details.
- 3.4.4 Specifications of contractor's minimal qualifications to install electronic security systems.

3.5 Design of Audio Visual

- 3.5.1 Pathways, connectors, cabling, and terminations for all Audio Visual (AV) equipment will be specified based on the equipment of use.
- 3.5.2 Audio/Visual plans, schedules, and installation details.

3.6 Design of Fire Alarm System

- 3.6.1 Design of Digital Addressable Fire Alarm System based on NFPA 72, International Building Code, International Fire Code, Texas Accessibility Standards, and applicable local city codes.
- 3.6.2 Coordination with Authority Having Jurisdiction (AHJ) for applicable local city codes.
- 3.6.3 Fire Alarm plans, schedules, and installation details.

3.7 Design of Intercom System

- 3.7.1 Develop an IP based intercom system based on the City of McAllen enterprise standard.
- 3.7.2 3.7.2 Coordinate with City of McAllen's representatives for best location of IP speaker and visual display elements suitable for indoor and outdoor areas.
- 3.7.3 Recommend devices based on intelligibility and audibility standard system for life safety and mass evacuation systems.
- 3.7.4 Intercom plans, schedules, and installation details.
- 3.7.5 Specifications of contractor's minimal qualifications to install electronic communication systems.

3.8 Design of Automated Announcement Systems

3.9 Design of Assisted Listening Systems

3.10 Development of ICT schedules and details

3.11 Development of ICT specifications

3.12 ICT Engineering Reviews

3.12.1 30% CD Quality Control Review.

3.12.2 60% CD Quality Control Review

3.12.3 90% CD Quality Control Review

3.12.4 100% CD Quality Control Review

4 Assumptions

The preparation of this proposal is made with the following assumptions:

4.1 Project design deliverables included in this proposal consist of:

- 30% Construction Documents
- 60% Construction Documents
- 90% Construction Documents (GMP Pricing Set)
- 100% Construction Documents

4.2 The following items shall be provided by the prime consultant to Halff:

- Project base files in Revit/BIM format.

4.3 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

4.4 Existing conditions MEP/ICT drawings will be provided in 2D format into Revit 360. Existing conditions will not be 3D modeled. If 3D modeling of existing systems is required, supplemental services can be provided.



5 Professional Fees

Halff will perform the defined Scope of Services as stated above.

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

5.1 MEP Engineering Services

The MEP Engineering Services fee will be **lump sum** cost of work for the MEP scope of the project. Detailed scope of work task breakdown is found in attached Schedule E1, E2, F1 and F2.

MEP Services	Professional Fee	Fee Type
Design Development – Bid Package 2	Schedule E1	Lump Sum
Construction Document – Bid Package 2	Schedule F1	Lump Sum

5.2 ICT Engineering Supplemental Services

The ICT Engineering Services fee shall be **lump sum** cost of work for the ICT scope of the project.

ICT Services	Professional Fee	Fee Type
Design Development – Bid Package 2	Schedule E2	Lump Sum
Construction Document – Bid Package 2	Schedule F2	Lump Sum

5.3 Reimbursable Expenses

Direct costs including printing and reproduction, postage, messenger service, and travel mileage and expenses will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated fee for reimbursable expenses will not be exceeded without prior approval from the Owner. Refer to Schedule E1, E2, F1 and F2 for reimbursable expenses.



Approved by:

Signature: _____

Name: _____

Title: _____

Date: _____

6. Additional Services (Task 1 thru 4)

The following items are considered Additional Services for Schedule A through I and will be provided upon request by the Owner:

1. Design services due to Change Orders requested by the Owner.
2. Extensive site survey or verification of as-built drawings, other than noted under the Scope of Basic Services

3.1 Design of Structured Cabling Systems

- 3.1.1 Design of pathways and transmission media for horizontal distribution cabling system.
- 3.1.2 Design of pathways and media for backbone distribution cabling system for inter- and intra-building.
- 3.1.3 Specification of communication outlets, fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels (servers, routers, network switches, computers, or other active equipment shall be specified by owner.)
- 3.1.4 Design for grounding and bonding systems for telecommunication system.
- 3.1.5 Design for horizontal and vertical cable supports such as cable tray, jay-hooks, and D-rings.
- 3.1.6 Specifications of contractor's minimal qualifications to install structured cabling systems and required cabling field testing reports.
- 3.1.7 Specification of cable termination and cabling labeling standards.
- 3.1.8 Design requirements for entrance facilities (EF)
- 3.1.9 Design requirements for telecommunication equipment room (TER) aka MDF.
- 3.1.10 Design requirements for telecommunication room(s) (TR) aka IDF.
- 3.1.11 ICT basis of design based on City of McAllen's technology standards and requirements.
- 3.1.12 ESS basis of design based on City of McAllen's technology and security standards and requirements.
4. HVAC Commissioning
5. Electrical emergency power supply system design including but not limited to emergency generators, automatic transfer switches, associated emergency feeder design, generator foundation design and genset sizing analysis.
6. Engineering studies of alternative systems and equipment locations
7. Energy Studies
8. Economic Analysis
9. Record Drawing generation from Contractor's red lines
10. Modification to the design systems due to change in building code during the design or construction phase
11. Design services for the development of a value engineering design
12. Additional project sites not listed in the basic scope of services
13. Radio Frequency (RF) system design.

14. Distributed Antennae System (DAS) design.
15. Pre-construction Wi-Fi heat map for AP placement
16. Filing fees and permit fees
17. Additional work outside of site boundaries
18. Construction Administration Services/

The following CA services are considered optional services:

- Attend site visits for observation of construction progress.
- Onsite meetings/visits due to contractor or Owner requests
- Development of As-built drawings in AutoCAD format
- Assisting onsite meetings for equipment vendor walkthroughs
- Development of OAC meeting agendas, meeting minutes and virtual meeting planning
- Project phasing requiring partial completion and occupancy.
- In-house CA such as submittal review and responding to RFIs.

TASK #4 Apron Expansion Preliminary and Final Design Phase - Survey Services

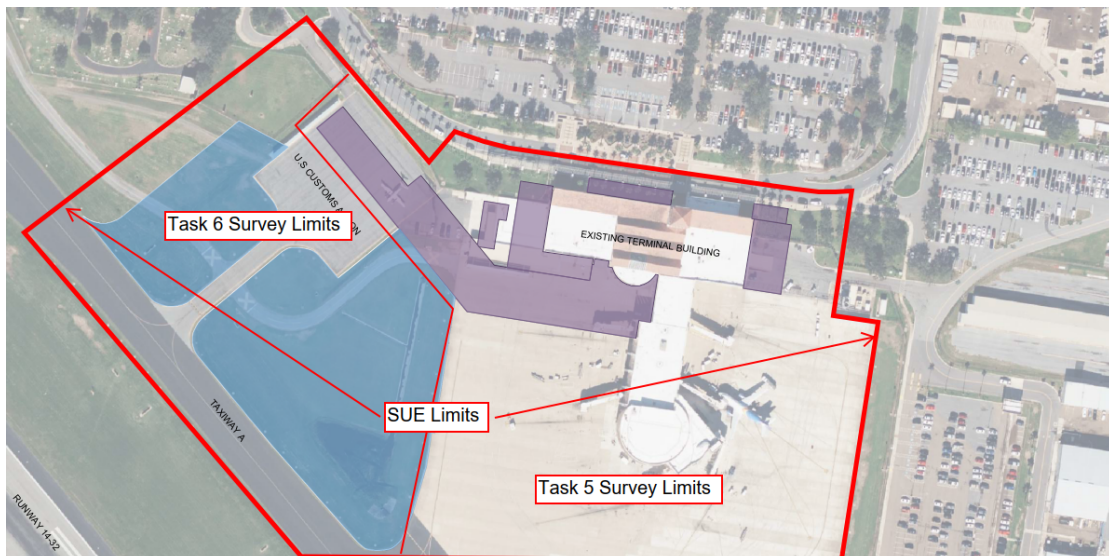
The following scope of services applies to the McAllen Airport expansion project. The scope of work includes topographic survey for design.

1. Topographic Survey for Design

1.1 Survey:

- 1.1.1 Locate all improvements 3-dimensionally within the project limits.
- 1.1.2 Locate all observable utilities within the project limits
- 1.1.3 Underground utilities shall be shown per located marks set by Subsurface Utility Engineering (SUE) and available as-built information.
- 1.1.4 Generate Contours
- 1.1.5 Generate Digital Terrain Model (DTM)
- 1.1.6 Preparation of an electronic drawing in AutoCAD Civil 3D
- 1.1.7 Survey to be referenced to the coordinate system and datum preferred by the McAllen International Airport.
- 1.1.8 Tie 4 corners of concrete joints at apron area located in vicinity of terminal expansion.

Project Area



2. Professional Fees

Halff will perform the defined Scope of Services as stated above.

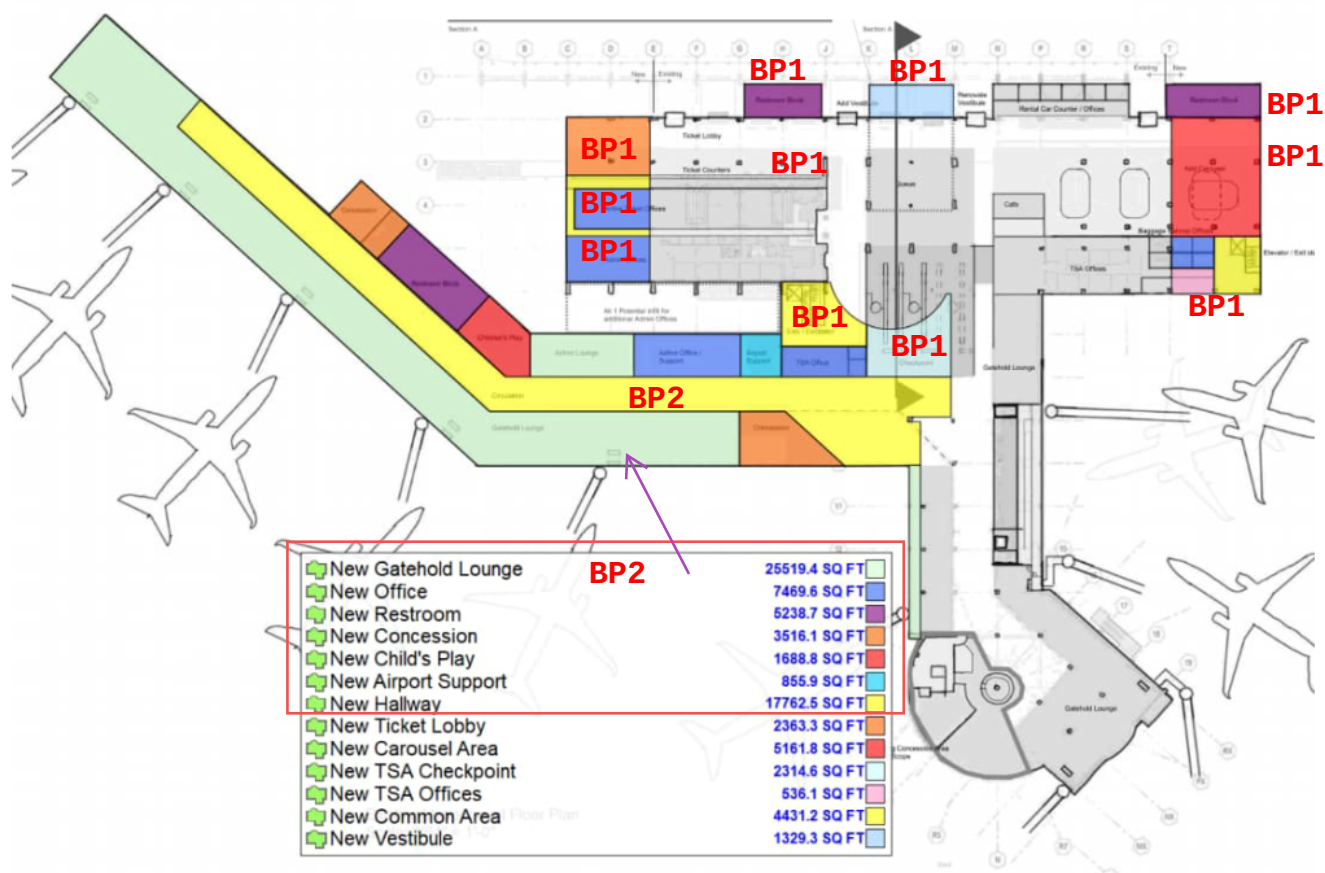
Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or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

2.1 Surveying Services

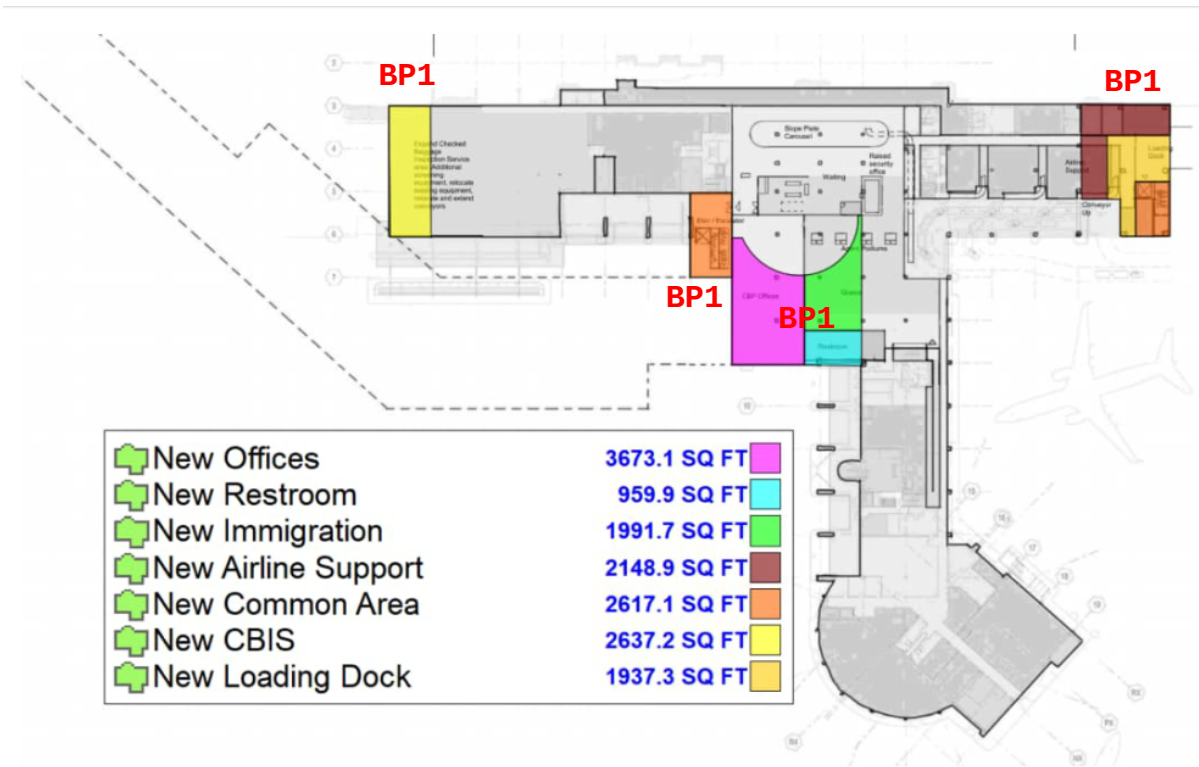
The Surveying Services fee shall be **lump sum** cost of work for the surveying scope of the project. Refer to Schedule I for professional fee task breakdown and reimbursable expenses.

Surveying Services	Professional Fee	Fee Type
Apron Expansion Phase (Survey)	Schedule I	Lump Sum

Exhibit A - Limits of New Construction
Scope Areas

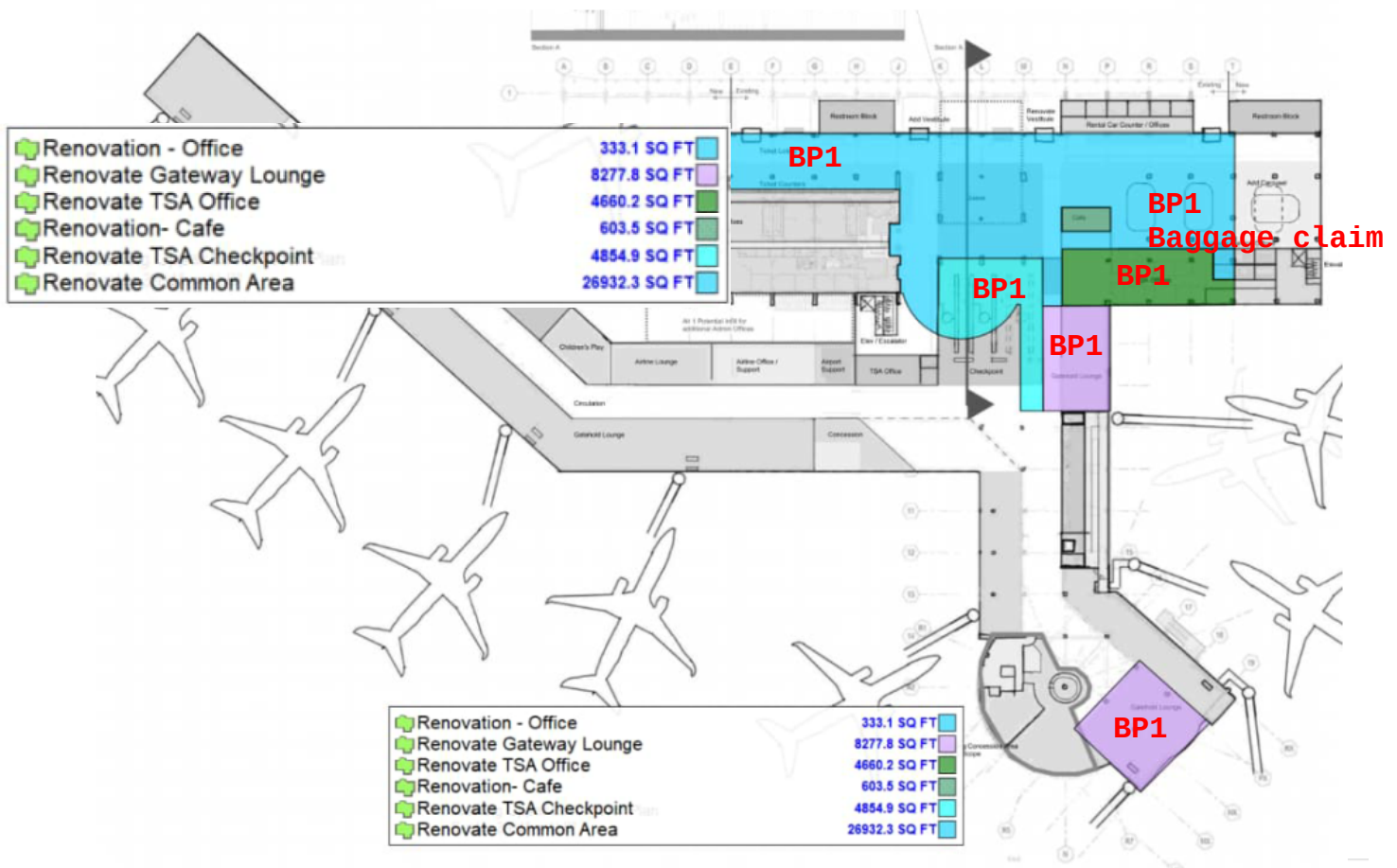


New Construction - Upper Level

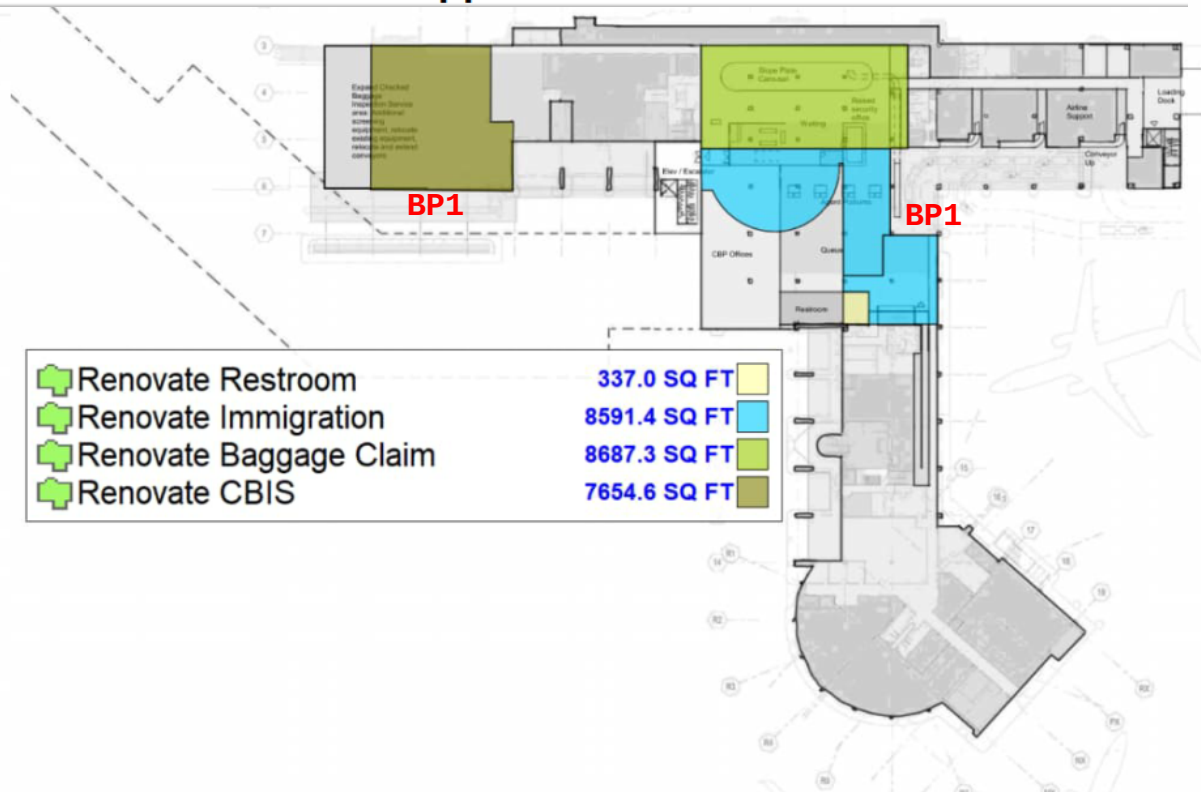


New Construction - Lower Level

Exhibit A - Limits of Renovation Construction Scope Areas



Renovation - Upper Level



Renovation - Lower Level



McAllen Airport 2025-2027 Expansion Project - Halff Professional Services Summary				
Schedule	Description	Professional Service Fee	Reimbursable Value	Total Schedule Value
A1	Task #1: Pre-Design (MEP, ICT)	\$67,580.00	\$5,000.00	\$72,580.00
A2	Task #1: Pre-Design(Survey, SUE)	\$99,274.00	\$8,000.00	\$107,274.00
B	Task #1: Schematic Design (MEP, ICT)	\$190,275.00	\$2,500.00	\$192,775.00
C1	Task #2: Ticketing, Baggage Claim and FIS Bid Package #1 - Design Development (Basic MEP Services)	\$258,496.00	\$750.00	\$259,246.00
C2	Task #2: Ticketing, Baggage Claim and FIS Bid Package #1 - Design Development (ICT Supplemental Services)	\$55,570.00	\$250.00	\$55,820.00
D1	Task #2: Ticketing, Baggage Claim and FIS Bid Package #1 - Construction Document Development (Basic MEP Services)	\$633,836.00	\$1,250.00	\$635,086.00
D2	Task #2: Ticketing, Baggage Claim and FIS Bid Package #1 - Construction Documents (ICT Supplemental Services)	\$129,207.00	\$500.00	\$129,707.00
E1	Task #3: Concourse Expansion Bid Package #2 - Design Development (Basic MEP Services)	\$290,688.00	\$1,250.00	\$291,938.00
E2	Task #3: Concourse Expansion Bid Package #2 - Design Development (Supplemental ICT Services)	\$60,322.00	\$250.00	\$60,572.00
F1	Task #3: Concourse Expansion Bid Package #2 - Construction Documents (Basic MEP Services)	\$670,770.00	\$2,250.00	\$673,020.00
F2	Task #3: Concourse Expansion Bid Package #2 - Construction Documents (Supplemental ICT Services)	\$130,425.00	\$500.00	\$130,925.00
I	Task#4: Apron Expansion Preliminary and Final Design (Survey)	\$16,724.00	\$0.00	\$16,724.00
Totals				
Task 1	Pre-design and Schematic Design	\$357,129.00	\$15,500.00	\$372,629.00
Task 2	Ticketing, Baggage Claim and FIS Bid Package #1	\$1,077,109.00	\$2,750.00	\$1,079,859.00
Task 3	Concourse Expansion Bid Package #2	\$1,152,205.00	\$4,250.00	\$1,156,455.00
Task 4	Apron Expansion Preliminary and Final Design (Survey)	\$16,724.00	\$0.00	\$16,724.00
Fee Total	Halff professional MEP, ICT, SUE and Surveying Services	\$2,603,167.00	\$22,500.00	\$2,625,667.00

	Task #1: Pre-Design Schedule A2 Survey / SUE												
Project Phases and Tasks Anticipated Schedule - March, 2025 through June, 2025 (14 Weeks)													TOTALS
	Senior Level Surveyor	Mid Level Surveyor	Jr Level Surveyor	Sr. Survey Tech (SIT)	Survey Tech	2 Man Field Crew	3 Man Field Crew	ADMIN	Designating 1 Man Crew (SUE)	SUE Field Manager	SUE Manager	Total Hours per Task	Fee Subtotal
Rate	\$245.00	\$185.00	\$155.00	\$135.00	\$105.00	\$200.00	\$265.00	\$98.00	\$125.00	\$135.00	\$165.00		
1.5 Survey												0	
1.5.1 Locate all improvements 3-dimensionally within the project limits	4			40		80						124	\$22,380.00
1.5.2 Locate all observable utilities within the project limits	2			24		60						86	\$15,730.00
1.5.3 Generate contours	1			12								13	\$1,865.00
1.5.4 Generate Digital Terrain Model (DTM)	1			8								9	\$1,325.00
1.5.5 Preparation of electronic drawing in Civil 3D				4				1				5	\$638.00
												0	\$0.00
												0	\$0.00
Subtotal	8	0	0	88	0	140	0	1	0	0	0	237	\$41,938.00
1.6 SUE												0	
1.6.1 Subsurface Utility Engineering to Level B Accuracy				16	40			2	175	175	32	440	\$57,336.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	16	40	0	0	2	175	175	32	440	\$57,336.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$8,000.00
Subtotal	0	0	0	0	0	0	0	0	0	0	0		\$8,000.00
TOTAL HOURS	8	0	0	104	40	140	0	3	175	175	32	677	\$99,274.00
TOTAL SCHEDULE A FEE													\$107,274.00

	Task #1: Schematic Design Schedule B												
Project Phases and Tasks Anticipated Schedule - May, 2025 through September, 2025 (20 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT Engineer	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$337.9	\$302.1	\$278.5	\$265.2	\$206.8	\$161.8	\$127.0	\$100.4	\$206.8	\$157.7	\$127.0		
Project Management & Coordination													
MEP Project Management			24									24	\$6,684.00
MEP Project Coordination Meetings and progress reporting	4	4	40		40				20			108	\$26,112.00
Subtotal	4	4	64	0	40	0	0	0	20	0	0	132	\$32,796.00
MEP/ICT System Improvements Narrative												0	
2.1 Mechanical												0	\$0.00
2.1.1 Provide recommendations for potential improvements to existing chilled water systems.		1	1		8	2						12	\$2,558.00
2.1.2 Provide recommendations for potential improvements to chilled water hydronic piping building distribution and pump systems.		1	1		8	2						12	\$2,558.00
2.1.3 Provide recommendations for potential improvements to existing HVAC mechanical equipment.		1	1		8	2						12	\$2,558.00
2.1.4 Provide recommendations for potential improvements to building exhaust systems.		1	1		8	2						12	\$2,558.00
2.1.5 Provide recommendations for potential improvements to system controls and sequences.		1	1		8	2						12	\$2,558.00
2.1.6 Provide recommendations for potential improvements to exterior cooling towers and surrounding mechanical area.		1	1		8	2						12	\$2,558.00
												0	\$0.00
2.2 Electrical												0	\$0.00
2.2.1 Provide recommendations for improvements to existing electrical distribution systems.		2	8		24	4						38	\$8,443.00
2.2.2 Provide recommendations for potential electrical grounding system improvements.		1	4		6	2						13	\$2,980.00
2.2.3 Identify potential improvements to existing emergency generator.		1	2		12	4						19	\$3,988.00
												0	\$0.00
2.3 Plumbing												0	\$0.00
2.3.1 Provide recommendations for potential improvements to existing sanitary water main.		1	1		16	2						20	\$4,213.00
2.3.2 Provide recommendations for potential improvements to existing domestic water mains.		1	1		16	2						20	\$4,213.00
2.3.3 Provide recommendations for potential improvements to existing domestic hot water for restrooms and support areas.		1	1		16	2						20	\$4,213.00
2.3.4 Provide recommendations for hot water generating, distribution, and circulating equipment.		1	1		16	2						20	\$4,213.00
2.3.5 Provide recommendations for potential improvements to roof drain piping.		1	1		16	2						20	\$4,213.00
												0	\$0.00
2.4 ICT												0	\$0.00
2.2.1 Security camera system and access controls technology improvement recommendations.		1							8	40		49	\$8,264.00
2.2.2 Recommendations for cyber security measures to building system		1							8			9	\$1,956.00
2.2.3 Recommendations to deficiencies found under task 1 to improve MDF/IDF conditions as per BICSI standards.		1							8	12		21	\$3,849.00
2.2.4 Half will provide improvement recommendations to deficiencies found under task 1 to improve public address (PA) systems.		1							8	8		17	\$3,218.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	19	25	0	170	32	0	0	32	60	0	338	\$69,111.00
MEP/ICT Basis of Design Systems Narrative												0	
												0	\$0.00
3.1 Mechanical												0	\$0.00
3.1.1 Provide recommendations for proposed chilled water plant improvements.		1	1		24	2						28	\$5,868.00
3.1.2 Provide recommendations for proposed chilled water hydronic piping building distribution improvements.		1	1		24	2						28	\$5,868.00
3.1.3 Provide recommendations for proposed HVAC mechanical equipment improvements.		1	1		24	2						28	\$5,868.00
3.1.4 Provide recommendations for proposed improve indoor air quality.		1	1		24	2						28	\$5,868.00
3.1.5 Provide recommendations for proposed building exhaust systems.		1	1		6	2						10	\$2,145.00
3.1.6 Provide recommendations for proposed constrols and sequences.		1	1		12	2						16	\$3,386.00
												0	\$0.00
3.2 Electrical												0	\$0.00
3.2.1 Provide high level recommendations for electrical distribution system improvements. This may include the addition of a new electrical distribution system. The recommendations per option will incorporate a detailed electrical load estimate analysis as well as new transformer location as required.		2	4		30	8						44	\$9,218.00
3.2.2 Develop a power system resiliency study which identifies best practices to improve electrical resiliency at airport. This section of the study will identify potential utility transformer redundancy, electrical service feeder redundancy, backup generator redundancy, and the elimination of single points of failure.		2	4		40	8						54	\$11,286.00
												0	\$0.00
												0	\$0.00
3.3 Plumbing												0	\$0.00
3.3.1 Provide high level improvement recommendations to existing sanitary water mains for expansion.		1	4		10	2						17	\$3,808.00



3.3.2 Provide high level improvement recommendations to existing domestic water mains for expansion option.		1	4		10	2						17	\$3,808.00
3.3.3 Provide high level improvement recommendations to existing domestic hot water for restrooms and support areas for expansion option.		1	4		10	2						17	\$3,808.00
3.3.4 Provide high level improvement recommendations for hot water generating, distribution, and circulating equipment for expansion option.		1	4		10	2						17	\$3,808.00
3.3.5 Provide high level improvement recommendations to roof drain piping inside the building, and coordinate with civil plans for storm water connections to roof drains in terminal expansion.		1	4		10	2						17	\$3,808.00
												0	\$0.00
3.4 ICT												0	\$0.00
3.4.1 Provide camera system technology and access controls improvement recommendations.		1	1						4	40		46	\$7,715.00
3.4.2 Provide general guidelines for cyber security measures.		1	1						4	30		36	\$6,138.00
3.4.3 Provide recommendations to improve MDF/IDF conditions as per BICSI standards.		1	1						4	10		16	\$2,984.00
3.4.4 Provide general recommendations to improve public address (PA) systems.		1	1						4	10		16	\$2,984.00
												0	\$0.00
												0	\$0.00
Subtotal	0	19	38	0	234	38	0	0	16	90	0	435	\$88,368.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$2,500.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$2,500.00
TOTAL HOURS	4	42	127	0	444	70	0	0	68	150	0	905	\$190,275.00
TOTAL SCHEDULE B FEE													\$192,775.00

Project Phases and Tasks Anticipated Schedule - September ,2025 through February, 2026 (20 Weeks)	Task #2: Ticketing, Baggage Claim and FIS Bid Package #1 - Design Development (Basic MEP Services) Schedule C1												TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT Engineer	ICT CADD Designer	Total Hours per Task	Fee Subtotal
	Rate	\$343.2	\$306.8	\$282.9	\$269.4	\$210.1	\$164.3	\$129.0	\$101.9	\$210.1	\$160.2	\$129.0	
1. Project Management & Coordination													
1.1.1 MEP Project Management			20									20	\$5,657.00
1.1.2 MEP Project Coordination Meetings	4		10		20							34	\$8,403.00
Subtotal	4	0	30	0	20	0	0	0	0	0	0	54	\$14,060.00
2.1 Mechanical Engineering Design Development													
2.1.1 Perform heating and cooling loads and ventilation calculations				16	72							88	\$19,435.00
2.1.2 Design of general and specialty exhaust ventilation systems				4	40	8	60					112	\$18,532.00
2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices					36	16	60					112	\$17,929.00
2.1.4 Design of chilled water system				16	36	8	54					114	\$20,151.00
2.1.5 Design of automatic controls system and sequences for mechanical equipment				10	24	8	20					62	\$11,629.00
2.1.6 Development of mechanical details and schedules					4	8	4					16	\$2,670.00
2.1.7 Development of mechanical specifications				2	24							26	\$5,580.00
2.1.8 Perform a mechanical ComCheck												0	\$0.00
2.1.9 Preperation of HVAC existing conditions and demo plans				2	16		72					90	\$13,185.00
Subtotal	0	0	0	50	252	48	270	0	0	0	0	620	\$109,111.00
2.2 Electrical Engineering Design Development												0	\$0.00
2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules				16	32		64					112	\$19,285.00
2.2.2 Provide interior electrical power plan with electrical equipment layout				4	24	40	64					132	\$20,945.00
2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules												0	\$0.00
2.2.4 Development of electrical details					4		12					16	\$2,387.00
2.2.5 Development of electrical specifications					16							16	\$3,361.00
2.2.6 Perform a electrical ComCheck												0	\$0.00
2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect						16						16	\$2,629.00
2.2.8 Coorination of electrical utility improvements with stakholders and electrical utility.				12	24							36	\$8,274.00
2.2.9 Preparation of existing conditions and demolition plans for renovation areas				4	24	32	48					108	\$17,567.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	36	124	88	188	0	0	0	0	436	\$74,448.00
2.3 Plumbing Engineering Design Development												0	\$0.00
2.3.1 Design of sanitary sewer, and vent system				8	24		48					80	\$13,386.00
2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves				8	24		40					72	\$12,355.00
2.3.3 Development of plumbing riser				4	20		40					64	\$10,437.00
2.3.4 Development of plumbing fixture schedules and details					1		8					9	\$1,241.00
2.3.5 Development of plumbing specifications				4	10							14	\$3,178.00
2.3.6 Performance specificaion for sprinkler system					4		8					12	\$1,872.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	24	83	0	144	0	0	0	0	251	\$42,469.00
2.4 MEP Engineering Quality Control Reviews - Design Development												0	\$0.00
2.4.1 30% CD Quality Control Review		60										0	\$0.00
2.4.2 60% CD Quality Control Review												60	\$18,408.00
2.4.3 90% CD Quality Control Review												0	\$0.00
2.4.4 100% CD Quality Control Review												0	\$0.00
												0	\$0.00
Subtotal	0	60	0	0	0	0	0	0	0	0	0	60	\$18,408.00
Expenses and Additional Fees													



Miscellaneous Reimbursable Project Expenses													\$750.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$750.00
TOTAL HOURS	4	60	30	110	479	136	602	0	0	0	0	1421	\$258,496.00
TOTAL SCHEDULE C1 FEE													\$259,246.00

	Task #2: Ticketing, Baggage Claim and FIS Bid Package Bid Package #1 - Design Development (ICT Supplemental Services) Schedule C2												
Project Phases and Tasks Anticipated Schedule - September ,2025 through February, 2026 (20 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT RCDD	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$343.2	\$306.8	\$282.9	\$269.4	\$210.1	\$164.3	\$129.0	\$101.9	\$210.1	\$160.2	\$129.0		
1. Project Management & Coordination													
1.1.1 ICT Project Management												0	\$0.00
1.1.2 ICT Project Coordination Meetings			4						8	8		20	\$4,093.00
Subtotal	0	0	4	0	0	0	0	0	8	8	0	20	\$4,093.00
3.0 Information and Communication Technology (ICT) Design Development													
3.1 Design for Video Surveillance Systems									3	24	40	67	\$9,632.00
3.2 Design of Access Control System									3	24	40	67	\$9,632.00
3.3 Design of Intrusion/Intruder Detection System									3	24	36	63	\$9,116.00
3.4 Design of Audio Visual									1	8	12	21	\$3,038.00
3.5 Design of Fire Alarm System									6	8	16	30	\$4,605.00
3.6 Design of Intercom System									3	14	12	29	\$4,420.00
3.7 Design of Automated Announcement System									1	6	8	15	\$2,202.00
3.8 Design of Assisted Listening Systems									1	6	8	15	\$2,202.00
3.9 Development of ICT schedules and details										4		4	\$640.00
3.10 Development of ICT specifications								2	1	8		11	\$1,695.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	0	0	0	0	2	22	126	172	322	\$47,182.00
												0	\$0.00
												0	\$0.00
2.4 ICT Engineering Quality Control Reviews - Design Development												0	\$0.00
2.4.1 30% CD Quality Control Review		14										14	\$4,295.00
2.4.2 60% CD Quality Control Review												0	\$0.00
2.4.3 90% CD Quality Control Review												0	\$0.00
2.4.4 100% CD Quality Control Review												0	\$0.00
												0	\$0.00
Subtotal	0	14	0	0	0	0	0	0	0	0	0	14	\$4,295.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$250.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$250.00
TOTAL HOURS	0	14	4	0	0	0	0	2	30	134	172	356	\$55,570.00
TOTAL SCHEDULE C2 FEE													\$55,820.00

	Task #2: Ticketing, Baggage Claim and FIS Bid Package Bid Package #1 - Construction Document Development (Basic MEP Services) Schedule D1												
Project Phases and Tasks Anticipated Schedule - February, 2026 through September , 2026 (32 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT Engineer	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$348.2	\$311.2	\$287.0	\$273.2	\$213.1	\$166.7	\$130.8	\$103.4	\$213.1	\$162.5	\$130.8		
1. Project Management & Coordination													
1.1.1 MEP Project Management			128									128	\$36,730.00
1.1.2 MEP Project Coordination Meetings	2		16		32							50	\$12,107.00
Subtotal	2	0	144	0	32	0	0	0	0	0	0	178	\$48,837.00
2.1 Mechanical Engineering Construction Documents													
2.1.1 Perform heating and cooling loads and ventilation calculations												0	\$0.00
2.1.2 Design of general and specialty exhaust ventilation systems				24	72	60	120					276	\$47,601.00
2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices				24	72	88	180					364	\$60,118.00
2.1.4 Design of chilled water system				24	72	88	180					364	\$60,118.00
2.1.5 Design of automatic controls system and sequences for mechanical equipment				24	72		16					112	\$23,994.00
2.1.6 Development of mechanical details and schedules				24	40	64	56					184	\$33,076.00
2.1.7 Development of mechanical specifications				24	64			32				120	\$23,505.00
2.1.8 Perform a mechanical ComCheck				14	32							46	\$10,644.00
2.1.9 Preperation of HVAC existing conditions and demo plans					4		8					12	\$1,899.00
Subtotal	0	0	0	158	428	300	560	32	0	0	0	1478	\$260,955.00
2.2 Electrical Engineering Construction Documents												0	\$0.00
2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules				16	40	56	135					247	\$39,891.00
2.2.2 Provide interior electrical power plan with electrical equipment layout and branch circuit design				16	40	56	160					272	\$43,162.00
2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules				12	40	56	80					188	\$31,603.00
2.2.4 Development of electrical details				8	32	24	64					128	\$21,378.00
2.2.5 Development of electrical specifications				8	72			32				112	\$20,838.00
2.2.6 Perform a electrical ComCheck				4	18	16						38	\$7,596.00
2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect				3	24							27	\$5,934.00
2.2.8 Coorination of electrical utility improvements with stakholders and electrical utility.				8	8							16	\$3,890.00
2.2.9 Preparation of existing conditions and demolition plans for renovation areas					8		16					24	\$3,798.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	75	282	208	455	32	0	0	0	1052	\$178,090.00
2.3 Plumbing Engineering Construction Documents												0	\$0.00
2.3.1 Design of sanitary sewer, and vent system				8	40		100					148	\$23,792.00
2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves				8	40		80					128	\$21,175.00
2.3.3 Development of plumbing riser				2	34		80					116	\$18,257.00
2.3.4 Development of plumbing fixture schedules and details					32		32					64	\$11,005.00
2.3.5 Development of plumbing specifications				6	54			24				84	\$15,628.00
2.3.6 Performance specification for sprinkler system				4	28		18					50	\$9,414.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	28	228	0	310	24	0	0	0	590	\$99,271.00
												0	\$0.00
2.4 MEP Engineering Quality Control Reviews - Construction Documents												0	\$0.00
2.4.1 30% CD Quality Control Review												0	\$0.00
2.4.2 60% CD Quality Control Review		55										55	\$17,117.00
2.4.3 90% CD Quality Control Review		55										55	\$17,117.00
2.4.4 100% CD Quality Control Review		40										40	\$12,449.00
												0	\$0.00
Subtotal	0	150	0	0	0	0	0	0	0	0	0	150	\$46,683.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$1,250.00



Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$1,250.00
TOTAL HOURS	2	150	144	261	970	508	1325	88	0	0	0	3448	\$633,836.00
TOTAL SCHEDULE D1 FEE													\$635,086.00

	Task #2: Ticketing, Baggage Claim and FIS Bid Package Bid Package #1 - Construction Documents (ICT Supplemental Services) Schedule D2												
Project Phases and Tasks Anticipated Schedule - February, 2026 through September , 2026 (32 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT RCDD	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$348.2	\$311.2	\$287.0	\$273.2	\$213.1	\$166.7	\$130.8	\$103.4	\$213.1	\$162.5	\$130.8		
1. Project Management & Coordination													
1.1.1 ICT Project Management												0	\$0.00
1.1.2 ICT Project Coordination Meetings				6					12	24		42	\$8,096.00
Subtotal	0	0	0	6	0	0	0	0	12	24	0	42	\$8,096.00
3.0 Information and Communication Technology (ICT) Construction Documents													
3.1 Design for Video Surveillance Systems									2	40	56	98	\$14,250.00
3.2 Design of Access Control System									2	40	40	82	\$12,157.00
3.3 Design of Intrusion/Intruder Detection System									2	40	40	82	\$12,157.00
3.4 Design of Audio Visual									2	36	40	78	\$11,507.00
3.5 Design of Fire Alarm System									48	16	72	136	\$22,247.00
3.6 Design of Intercom System									2	32	32	66	\$9,811.00
3.7 Design of Automated Announcement System									2	12	16	30	\$4,468.00
3.8 Design of Assisted Listening Systems									2	12	16	30	\$4,468.00
3.9 Development of ICT schedules and details									2	24	4	30	\$4,848.00
3.10 Development of ICT specifications								20	4	72		96	\$14,618.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	0	0	0	0	20	68	324	316	728	\$110,531.00
												0	
												0	\$0.00
2.4 ICT Engineering Quality Control Reviews - Construction Documents												0	\$0.00
2.4.1 30% CD Quality Control Review												0	\$0.00
2.4.2 60% CD Quality Control Review		12										12	\$3,734.00
2.4.3 90% CD Quality Control Review		12										12	\$3,734.00
2.4.4 100% CD Quality Control Review		10										10	\$3,112.00
												0	\$0.00
Subtotal	0	34	0	0	0	0	0	0	0	0	0	34	\$10,580.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$500.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$500.00
TOTAL HOURS	0	34	0	6	0	0	0	20	80	348	316	804	\$129,207.00
TOTAL SCHEDULE D2 FEE													\$129,707.00

	Task #3: Concourse Expansion Bid Package #2 - Design Development (Basic MEP Services) Schedule E1												
Project Phases and Tasks Anticipated Schedule -July, 2026 through November , 2026 (20 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT Engineer	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$356.4	\$318.6	\$293.8	\$279.7	\$218.2	\$170.6	\$133.9	\$105.8	\$218.2	\$166.3	\$133.9		
1. Project Management & Coordination													
1.1.1 MEP Project Management			20									20	\$5,875.00
1.1.2 MEP Project Coordination Meetings	4		20	20	20		30					94	\$21,276.00
Subtotal	4	0	40	20	20	0	30	0	0	0	0	114	\$27,151.00
2.1 Mechanical Engineering Design Development													
2.1.1 Perform heating and cooling loads and ventilation calculations				16	60	24						100	\$21,660.00
2.1.2 Design of general and specialty exhaust ventilation systems				16	40	24	60					140	\$25,332.00
2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices				16	40	60	60					176	\$31,475.00
2.1.4 Design of chilled water system				8	40	40	16					104	\$19,932.00
2.1.5 Design of automatic controls system and sequences for mechanical equipment					40	8	4					52	\$10,627.00
2.1.6 Development of mechanical details and schedules					8	8	8					24	\$4,181.00
2.1.7 Development of mechanical specifications				2	8			4				14	\$2,728.00
2.1.8 Perform a mechanical ComCheck												0	\$0.00
2.1.9 Preperation of HVAC existing conditions and demo plans					8		24					32	\$4,959.00
Subtotal	0	0	0	58	244	164	172	4	0	0	0	642	\$120,894.00
												0	\$0.00
2.2 Electrical Engineering Design Development												0	\$0.00
2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules				16	40	42	60					158	\$28,404.00
2.2.2 Provide interior electrical power plan with electrical equipment layout and branch circuit design				16	40	42	80					178	\$31,082.00
2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules												0	\$0.00
2.2.4 Development of electrical details					4		16					20	\$3,015.00
2.2.5 Development of electrical specifications					12			4				16	\$3,041.00
2.2.6 Perform a electrical ComCheck												0	\$0.00
2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect					8							8	\$1,745.00
2.2.8 Coorination of electrical utility improvements with stakholders and electrical utility.				4	16							20	\$4,609.00
2.2.9 Preparation of existing conditions and demolition plans for renovation areas				4	16		40					60	\$9,966.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	40	136	84	196	4	0	0	0	460	\$81,862.00
												0	\$0.00
2.3 Plumbing Engineering Design Development												0	\$0.00
2.3.1 Design of sanitary sewer, and vent system				8	24		60					92	\$15,508.00
2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves				8	24		40					72	\$12,830.00
2.3.3 Development of plumbing riser				2	24		40					66	\$11,152.00
2.3.4 Development of plumbing fixture schedules and details					8		4					12	\$2,280.00
2.3.5 Development of plumbing specifications				2	8			4				14	\$2,728.00
2.3.6 Performance specificaion for sprinkler system					4		2					6	\$1,140.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	20	92	0	146	4	0	0	0	262	\$45,638.00
												0	\$0.00
2.4 MEP Engineering Quality Control Reviews - Design Development												0	\$0.00
2.4.1 30% CD Quality Control Review		42	6									48	\$15,143.00
2.4.2 60% CD Quality Control Review												0	\$0.00
2.4.3 90% CD Quality Control Review												0	\$0.00
2.4.4 100% CD Quality Control Review												0	\$0.00
												0	\$0.00
Subtotal	0	42	6	0	0	0	0	0	0	0	0	48	\$15,143.00
Expenses and Additional Fees													



Miscellaneous Reimbursable Project Expenses													\$1,250.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$1,250.00
TOTAL HOURS	4	42	46	138	492	248	544	12	0	0	0	1526	\$290,688.00
TOTAL SCHEDULE E1 FEE													\$291,938.00

	Task #3: Concourse Expansion Bid Package #2 - Design Development (Supplemental ICT Services) Schedule E2												
Project Phases and Tasks Anticipated Schedule ~July, 2026 through November , 2026 (20 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT RCDD	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$356.4	\$318.6	\$293.8	\$279.7	\$218.2	\$170.6	\$133.9	\$105.8	\$218.2	\$166.3	\$133.9		
1. Project Management & Coordination													
1.1.1 ICT Project Management												0	\$0.00
1.1.2 ICT Project Coordination Meetings			6						14	14		34	\$7,145.00
Subtotal	0	0	6	0	0	0	0	0	14	14	0	34	\$7,145.00
3.0 Information and Communication Technology (ICT) Design Development													
3.1 Design for Video Surveillance Systems									2	24	30	56	\$8,445.00
3.2 Design of Access Control System									2	24	30	56	\$8,445.00
3.3 Design of Intrusion/Intruder Detection System									2	16	16	34	\$5,240.00
3.4 Design of Audio Visual									2	16	16	34	\$5,240.00
3.5 Design of Fire Alarm System									2	16	24	42	\$6,311.00
3.6 Design of Intercom System									2	8	16	26	\$3,909.00
3.7 Design of Automated Announcement System									2	8	24	34	\$4,980.00
3.8 Design of Assisted Listening Systems									2	8	24	34	\$4,980.00
3.9 Development of ICT schedules and details									2	4		6	\$1,101.00
3.10 Development of ICT specifications								2	2	8		12	\$1,978.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	0	0	0	0	2	20	132	180	334	\$50,629.00
												0	\$0.00
												0	\$0.00
2.4 ICT Engineering Quality Control Reviews - Design Development												0	\$0.00
2.4.1 30% CD Quality Control Review		8										8	\$2,548.00
2.4.2 60% CD Quality Control Review												0	\$0.00
2.4.3 90% CD Quality Control Review												0	\$0.00
2.4.4 100% CD Quality Control Review												0	\$0.00
												0	\$0.00
Subtotal	0	8	0	0	0	0	0	0	0	0	0	8	\$2,548.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$250.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$250.00
TOTAL HOURS	0	8	6	0	0	0	0	2	34	146	180	376	\$60,322.00
TOTAL SCHEDULE E2 FEE													\$60,572.00

	Task #3: Concourse Expansion Bid Package #2 - Construction Documents (Basic MEP Services) Schedule F1												
Project Phases and Tasks Anticipated Schedule - November , 2026 through June, 2027 (32 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT Engineer	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$356.4	\$318.6	\$293.8	\$279.7	\$218.2	\$170.6	\$133.9	\$105.8	\$218.2	\$166.3	\$133.9		
1. Project Management & Coordination													
1.1.1 MEP Project Management			96									96	\$28,200.00
1.1.2 MEP Project Coordination Meetings	4		32	16	32		32					116	\$26,568.00
Subtotal	4	0	128	16	32	0	32	0	0	0	0	212	\$54,768.00
2.1 Mechanical Engineering Construction Documents													
2.1.1 Perform heating and cooling loads and ventilation calculations												0	\$0.00
2.1.2 Design of general and specialty exhaust ventilation systems				16	40	60	80					196	\$34,153.00
2.1.3 Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices				24	100	160	260					544	\$90,650.00
2.1.4 Design of chilled water system				24	80	100	200					404	\$68,014.00
2.1.5 Design of automatic controls system and sequences for mechanical equipment				40	80	24	24					168	\$35,951.00
2.1.6 Development of mechanical details and schedules				8	24	40	60					132	\$22,334.00
2.1.7 Development of mechanical specifications				16	60			24				100	\$20,105.00
2.1.8 Perform a mechanical ComCheck				4	16							20	\$4,609.00
2.1.9 Preperation of HVAC existing conditions and demo plans					16		24					40	\$6,704.00
Subtotal	0	0	0	132	416	384	648	24	0	0	0	1604	\$282,520.00
												0	\$0.00
2.2 Electrical Engineering Construction Documents												0	\$0.00
2.2.1 Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules				24	40	60	100					224	\$39,070.00
2.2.2 Provide interior electrical power plan with electrical equipment layout and branch circuit design				16	40	60	180					296	\$47,545.00
2.2.3 Branch circuit design for mechanical equipment including the development of equipment connection schedules				16	40	60	80					196	\$34,153.00
2.2.4 Development of electrical details				8	24	16	30					78	\$14,221.00
2.2.5 Development of electrical specifications				16	60			16				92	\$19,258.00
2.2.6 Perform a electrical ComCheck				4	16							20	\$4,609.00
2.2.7 Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect				4	16	24						44	\$8,704.00
2.2.8 Coordination of electrical utility improvements with stakholders and electrical utility.				8	24							32	\$7,473.00
2.2.9 Preparation of existing conditions and demolition plans for renovation areas				4	16	24	40					84	\$14,061.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	100	276	244	430	16	0	0	0	1066	\$189,094.00
												0	\$0.00
2.3 Plumbing Engineering Construction Documents												0	\$0.00
2.3.1 Design of sanitary sewer, and vent system				12	40	24	80					156	\$26,892.00
2.3.2 Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves				12	40	24	80					156	\$26,892.00
2.3.3 Development of plumbing riser				8	40		60					108	\$18,999.00
2.3.4 Development of plumbing fixture schedules and details				8	24		24					56	\$10,687.00
2.3.5 Development of plumbing specifications				4	40			16				60	\$11,538.00
2.3.6 Performance specification for sprinkler system				4	24		32					60	\$10,640.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	48	208	48	276	16	0	0	0	596	\$105,648.00
												0	\$0.00
2.4 MEP Engineering Quality Control Reviews - Construction Documents												0	\$0.00
2.4.1 30% CD Quality Control Review												0	\$0.00
2.4.2 60% CD Quality Control Review		36	6									42	\$13,232.00
2.4.3 90% CD Quality Control Review		36	6									42	\$13,232.00
2.4.4 100% CD Quality Control Review		33	6									39	\$12,276.00
												0	\$0.00
Subtotal	0	105	18	0	0	0	0	0	0	0	0	123	\$38,740.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$2,250.00



Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0		\$2,250.00
TOTAL HOURS	4	105	146	296	932	676	1386	56	0	0	0	3601	\$670,770.00
TOTAL SCHEDULE F1 FEE													\$673,020.00

	Task #3: Concourse Expansion Bid Package #2 - Construction Documents (Supplemental ICT Services) Schedule F2												
Project Phases and Tasks Anticipated Schedule - November , 2026 through June, 2027 (32 Weeks)													TOTALS
	Principal	Sr. QC Engineer	Sr. MEP PM	Sr. MEP Engineer, PE	MEP Engineer PE	MEP EIT	MEP CADD	ADMIN	Sr. ICT Engineer	ICT RCDD	ICT CADD Designer	Total Hours per Task	Fee Subtotal
Rate	\$356.4	\$318.6	\$293.8	\$279.7	\$218.2	\$170.6	\$133.9	\$105.8	\$218.2	\$166.3	\$133.9		
1. Project Management & Coordination													
1.1.1 ICT Project Management												0	\$0.00
1.1.2 ICT Project Coordination Meetings									16	16		32	\$6,151.00
Subtotal	0	0	0	0	0	0	0	0	16	16	0	32	\$6,151.00
3.0 Information and Communication Technology (ICT) Construction Documents													
3.1 Design for Video Surveillance Systems									4	24	60	88	\$12,899.00
3.2 Design of Access Control System									4	24	40	68	\$10,221.00
3.3 Design of Intrusion/Intruder Detection System									4	24	40	68	\$10,221.00
3.4 Design of Audio Visual									4	24	40	68	\$10,221.00
3.5 Design of Fire Alarm System									8	24	40	72	\$11,093.00
3.6 Design of Intercom System									4	40	60	104	\$15,560.00
3.7 Design of Automated Announcement System									4	40	60	104	\$15,560.00
3.8 Design of Assisted Listening Systems									4	40	60	104	\$15,560.00
3.9 Development of ICT schedules and details								8	4	24	40	68	\$10,221.00
3.10 Development of ICT specifications									4	24		36	\$5,711.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
												0	\$0.00
Subtotal	0	0	0	0	0	0	0	8	44	288	440	780	\$117,267.00
												0	\$0.00
2.4 ICT Engineering Quality Control Reviews - Construction Documents												0	\$0.00
2.4.1 30% CD Quality Control Review												0	\$0.00
2.4.2 60% CD Quality Control Review		8										8	\$2,548.00
2.4.3 90% CD Quality Control Review		8										8	\$2,548.00
2.4.4 100% CD Quality Control Review		6										6	\$1,911.00
												0	\$0.00
Subtotal	0	22	0	0	0	0	0	0	0	0	0	22	\$7,007.00
Expenses and Additional Fees													
Miscellaneous Reimbursable Project Expenses													\$500.00
Subtotal Expenses and Additional Fees	0	0	0	0	0	0	0	0	0	0	0	0	\$500.00
TOTAL HOURS	0	22	0	0	0	0	0	8	60	304	440	834	\$130,425.00
TOTAL SCHEDULE F2 FEE													\$130,925.00

	Task #4: Apron Expansion Preliminary and Final Design (Survey) Schedule I												
Project Phases and Tasks Anticipated Schedule - March , 2025 through November 10, 2025 (36 Weeks)													TOTALS
	Senior Level Surveyor	Mid Level Surveyor	Jr Level Surveyor	Sr. Survey Tech (SIT)	Survey Tech	2 Man Field Crew	3 Man Field Crew	ADMIN	Designating 1 Man Crew (SUE)	SUE Field Manager	SUE Manager	Total Hours per Task	Fee Subtotal
Rate	\$251.37	\$189.81	\$159.03	\$138.51	\$107.73	\$205.20	\$271.89	\$100.55	\$128.25	\$138.51	\$169.29		
												0	
1.1 Survey												54	\$10,372.00
1.1.1 Locate all improvements 3-dimensionally within the apron area	2			12		40						25	\$4,642.00
1.1.2 Locate all observable utilities within the apron area	1			8		16						3	\$528.00
1.1.3 Generate contours	1			2								5	\$805.00
1.1.4 Generate Digital Terrain Model (DTM)	1			4								3	\$377.00
1.1.5 Preparation of electronic drawing in Civil 3D				2				1				0	\$0.00
												0	\$0.00
Subtotal	5	0	0	28	0	56	0	1	0	0	0	90	\$16,724.00
												0	
TOTAL HOURS	5	0	0	28	0	56	0	1	0	0	0	90	\$16,724.00
TOTAL SCHEDULE I FEE													\$16,724.00

Estimated LABOR and Reimbursables for Arch and related subs				Alliance (Lead Architect)	TWG (Supporting Architecture)	Swanson Rink (Lead Architect)	VDA (Vertical Circulation)	Open Doors Organization (Accessibility)	Via Partnership (Arts Consultant)	Entro (Wayfinding)	Full Arch related Team
Assumptions											
	Const. Cost	Old Duration	New Duration								
Schedule A: Pre-design	\$159,000,000	16 wk.s	14 wk.s	\$354,820	\$103,164	\$84,405	\$5,054	\$5,096	\$0	\$36,210	\$588,749
Schedule B: Schematic Design	\$159,000,000	24 wk.s	20 wk.s	\$1,176,830	\$407,279	\$144,840	\$6,178	\$4,680	\$3,744	\$40,188	\$1,783,738
Schedule C: Design Development – Bid Package 1 (formr 1+2)	\$78,000,000	18 wk.s	20 wk.s	\$442,660	\$285,933	\$99,865	\$11,232	\$8,320	\$16,016	\$74,200	\$938,226
Schedule D: Construction Documents Development – Bid Package 1 (formr 1+2)	\$78,000,000	28 wk.s	32 wk.s	\$701,775	\$748,622	\$116,975	\$11,232	\$3,640		\$74,052	\$1,656,296
Schedule G: Design Development – Bid Package 2 (formr 3)	\$81,000,000	36 wk.s	20 wk.s	\$552,670	\$251,678			\$4,368		\$37,500	\$846,216
Schedule H: Construction Documents Development – Bid Package 2 (formr 3)	\$81,000,000	48 wk.s	32 wk.s	\$972,430	\$572,857			\$4,200		\$36,210	\$1,585,697
Everything in blue will be reevaluated after completion of Schematic Design				\$4,201,185	\$2,369,532	\$446,085	\$33,696	\$30,304	\$19,760	\$298,360	\$7,398,922
				30 trips (50 person trips)							

Estimated LABOR only for Arch and related subs				Alliance (Lead Architect)	TWO (Supporting Architecture)	Swanson Rink (Lead Architect)	VDA (Vertical Circulation)	Open Doors Organization (Accessibility)	Via Partnership (Arts Consultant)	Entro (Wayfinding)	Full Arch related Team
Assumptions											
	Const. Cost	Old Duration	New Duration								
Schedule A: Pre-design	\$159,000,000	16 wk.s	14 wk.s	\$345,970	\$97,645	\$66,765	\$4,860	\$4,900		\$35,500	\$555,640
Schedule B: Schematic Design	\$159,000,000	24 wk.s	20 wk.s	\$1,157,730	\$399,690	\$138,960	\$5,940	\$4,500	\$3,600	\$39,400	\$1,749,820
Schedule C: Design Development – Bid Package 1 (formr 1+2)	\$36,000,000	18 wk.s	20 wk.s	\$430,780	\$273,515	\$93,985	\$10,800	\$8,000	\$15,400	\$68,200	\$900,680
Schedule D: Construction Documents Development – Bid Package 1 (formr 1+2)	\$36,000,000	28 wk.s	32 wk.s	\$683,175	\$729,995	\$111,095	\$10,800	\$3,500		\$72,600	\$1,611,165
Schedule G: Design Development – Bid Package 2 (formr 3)	\$81,000,000	36 wk.s	20 wk.s	\$539,000	\$239,260			\$4,200		\$34,500	\$817,860
Schedule H: Construction Documents Development – Bid Package 2 (formr 3)	\$81,000,000	48 wk.s	32 wk.s	\$951,830	\$559,060			\$2,100		\$35,500	\$1,548,490
Everything in blue will be reevaluated after completion of Schematic Design				\$4,109,385	\$2,299,165	\$410,805	\$32,400	\$27,200	\$19,000	\$285,700	\$7,183,655

Estimated Reimbursables only for Arch and related subs				Alliance (Lead Architect)	TWC (Supporting Architecture)	Swanson Rink (Lead Architect)	VDA (Vertical Circulation)	Open Doors Organization (Accessibility)	Via Partnership (Arts Consultant)	Entro (Wayfinding)	Full Arch related Team
Assumptions											
	Const. Cost	Old Duration	New Duration								
Schedule A: Pre-design	\$159,000,000	16 wk.s	14 wk.s	\$8,850	\$5,519	\$17,640	\$194	\$196	\$0	\$710	\$33,109
Schedule B: Schematic Design	\$159,000,000	24 wk.s	20 wk.s	\$19,100	\$7,589	\$5,880	\$238	\$180	\$144	\$788	\$33,918
Schedule C: Design Development – Bid Package 1 (formr 1+2)	\$36,000,000	18 wk.s	20 wk.s	\$11,880	\$12,418	\$5,880	\$432	\$320	\$616	\$6,000	\$37,546
Schedule D: Construction Documents Development – Bid Package 1 (formr 1+2)	\$36,000,000	28 wk.s	32 wk.s	\$18,600	\$18,627	\$5,880	\$432	\$140		\$1,452	\$45,131
Schedule G: Design Development – Bid Package 2 (formr 3)	\$81,000,000	36 wk.s	20 wk.s	\$12,770	\$12,418			\$168		\$3,000	\$28,356
Schedule H: Construction Documents Development – Bid Package 2 (formr 3)	\$81,000,000	48 wk.s	32 wk.s	\$20,600	\$13,797			\$2,100		\$710	\$37,207
Everything in blue will be reevaluated after completion of Schematic Design				\$91,800	\$70,367	\$35,280	\$1,296	\$3,104	\$760	\$12,660	\$215,267
				30 trips (50 person trips)							

**SCHEDULE A - PRE-DESIGN
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - McALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas**

Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof, 3	Tech Prof, 2	Tech Prof, 1	Admin, Tech 1
Schedule A - Pre-Design - all components, 16 wks, \$176M											
Task 1.1 Project and Schedule Initiation											
1.1.1	Project set-up and contracting	16									
1.1.2	Develop PMP										
1.1.3	Review previous data	2	2	6		4		4			
1.1.4	Gather data	1	3								
1.1.5	Airport badging		2		10						
1.1.4	Develop existing model in Revit										
Task 1.2 Site Analysis											
1.2.1	Assess site conditions	1		2		8					
1.2.2	OE/AAA submittal										
1.2.3	Site visits	2	2	2		2					
1.2.4	Evaluate gate parking	1		16							
Task 1.3 Assessments											
1.3.1	Complete required assessments										
1.3.2	Refine architectural assessments	6	8	12	12	12	12	12	12		
1.3.3	Required site visits	12	12	12		12					
1.3.4	Assessment deliverable		4	6		8	8				
Task 1.4 Geotechnical Borings and Investigations											
1.4.1	Subconsultant coordination										
1.4.2	Safety planning and OE/AAA coordination for borings										
Task 1.5 Concept Development											
1.5.1	Provide initial design concepts (3)	6	6	36		36	36	36	36	24	
1.5.2	Passenger convenience, operation safety, & sustainability	6	6	36		36	36	36	36	24	
1.5.3	Incorporate considerations for passenger flow, accessibility, & compliance with FAA standards	6	2	12		12	12	12	12	12	
1.5.4	Complete viewshed analysis										
Task 1.6 Concept Refinement											
1.6.1	Stakeholder collaboration to refine preferred concept	4									
1.6.2	Complete concept refinement	12	6	72		72	72	72	72	72	
1.6.3	Provide renderings, diagrams, and narratives	6		24			24		24	24	
Task 1.7 Meetings											
1.7.1	Discovery meeting with FAA for FAA-owned equipment										
1.7.2	CBP Kick off meeting	3		8		8		8			
1.7.3	City Coordination meeting for permitting		4	4		4					
1.7.4	Present concept design process to City Commission	4		12		12					
1.7.5.1	Recurring meetings (weekly internal design)	17	17	17		17		17			
1.7.5.2	Recurring meetings (bi-weekly external design)	8	8	8		8		8			
1.7.5.3	Recurring meetings (Monthly FAA Coordination)	1	3	3		3		3			
1.7.5.4	Recurring meetings (Weekly Airport Coordination)	6		17		17					
Task 1.8 Funding, Grant Applications and Planning											
1.8.1	Grant application coordination and application		4	4		4		4			
1.8.2	Update CIP funding plans	1	2	1							
Task 1.9 Construction Manager at Risk Selection											
1.9.1	Assemble RFP	1	1	1							
1.9.2	Respond to CMAR Questions	1	1	1							
1.9.3	Pre-selection meeting	1	1	1							
1.9.4	Proposal evaluation and award	4	4	4							
Task 1.10 Stakeholder Engagement and Public Involvement Plan											
1.10.1	Develop comprehensive Public Involvement Plan (PIP)	1	4	2							
1.10.2	Conduct kickoff meetings	1		12							
1.10.3	Develop project flyers										
1.10.4	Tenant Stakeholder Pre-Design meetings	6	6	12		12		12			
1.10.5	Website updates										
Task 1.11 Project Management											
1.11.1	Project management	15	53		21					15	
1.11.2	Subconsultant coordination	2	21	11	21	11					
1.11.3	Weekly written Status report		15								
Total hours per labor category		153	197	354	64	298	200	224	192	156	15
											0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal in Charge, 6.6	153	\$290.00	\$44,370.00
Sr. Project Manager, 6.3	197	\$220.00	\$43,340.00
Sr. Terminal Planner / Designer, 6.4	354	\$240.00	\$84,960.00
Job Captain, 6.2	64	\$205.00	\$13,120.00
Terminal Planner / Designer, 6	298	\$180.00	\$53,640.00
Designer, 4	200	\$150.00	\$30,000.00
Tech Prof, 3	224	\$140.00	\$31,360.00
Tech Prof, 2	192	\$130.00	\$24,960.00
Tech Prof, 1	156	\$120.00	\$18,720.00
Admin, Tech 1	15	\$100.00	\$1,500.00
Total Direct Labor Costs:	1,853		\$345,970.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$345,970.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
General	1	\$3,300.00	\$3,300.00
Trips (flights, hotel, meals)	5	\$1,110.00	\$5,550.00
Total Expenses			\$8,850.00

SUMMA Total Labor Costs + Expenses + Fee

\$354,820.00

Estimated Total

\$354,800.00

SCHEDULE B - SCHEMATIC DESIGN
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof, 3	Tech Prof, 2	Tech Prof, 1	Admin, Tech 1
Schedule B - SD - all components, 22 wks, \$176M											
Task 2.1 Schedule Initiation											
2.1.1	Coordinate Notice to Proceed	3									
2.1.2	Update PMP and QA/QC Program										
Task 2.2 Progress the Selected Concept											
2.2.1	Develop the chosen conceptual design	32	6	280	80	280	280	150	300	155	
2.2.2	Address future phasing impacts on operations	4	4	30	10	30	30	15	30	15	
Task 2.3 Existing Infrastructure and Engineering Coordination											
2.3.1	Review existing structural, MEP, and Civil needs	4		16		24	32	32			
Task 2.4 Safety and Phasing Plan Development - Preliminary Planning											
2.4.1	Develop prelim phasing alternatives	4	4	30	8	30	30	15	30	15	
2.4.2	Deliver preliminary construction phasing plan for each deliverable	3	6	12		24	30	15	30	15	
Task 2.5 Producing Deliverable Set for Pricing											
2.5.1	Develop high level design elements	27	6	220	60	200	220	120	220	100	
2.5.2	Develop Floor plans, sections, and elevations	50	10	400	120	400	400	22	400	200	
2.5.3	Define key materials, structural, and mechanical systems	3	3	30	8	30	30	15	30	15	
2.5.4	Conduct prelim code analysis		4	4	4	4		4			
2.5.5	Complete QA/QC process with subconsultants and key stakeholders	6	12	6		12		12			
Task 2.6 Meetings											
2.6.1	City Coordination meeting for permitting		12			12					
2.6.2	Present concept design process to City Commission	4		12		12					
2.6.3.1	Recurring meetings (weekly internal design)	12	24	24	24	24	24	24			
2.6.3.2	Recurring meetings (bi-weekly external design)	6	12	12	12	12	12	12			
2.6.3.3	Recurring meetings (monthly FAA coordination)	2	6	6		6		6			
2.6.3.4	Recurring meetings (weekly airport coordination meetings)	8	12	12		12		12			
Task 2.7 Stakeholder Engagement and Public Involvement Plan											
2.7.1	Update comprehensive PIP										
2.7.2	Project flyers and one pagers										
2.7.3	Tenant/Stakeholder design meetings	12	12	24		24		24			
2.7.4	Website updates										
2.7.5	Terminal display	6	6	12		12		12			
2.7.6	Regular workshops with airport management	12	12	12							
Task 2.8 Funding, Grant Applications and Planning											
2.8.1	Grant application coordination and application		4	4		4		4			
2.8.2	Update CIP funding plans	1	2	1							
Task 2.9 Cost estimating											
2.9.1	Conduct discipline and subconsultant submittals for pricing		12	12	24	24	24	24			
Task 2.10 Schematic Design Deliverable											
2.10.1	Narrative deliverable		12	12		24		24			
Task 2.11 Project Management											
2.11.1	Project management	11	73		29					22	
2.11.2	Subconsultant coordination	3	29	15	29	15					
2.11.3	Weekly written status updates		22								
Total hours per labor category											
		213	305	1186	408	1215	1112	542	1040	515	22
											0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal in Charge, 6.6	213	\$290.00	\$61,770.00
Sr. Project Manager, 6.3	305	\$220.00	\$67,100.00
Sr. Terminal Planner / Designer, 6.4	1186	\$240.00	\$284,640.00
Job Captain, 6.2	408	\$205.00	\$83,640.00
Terminal Planner / Designer, 6	1215	\$180.00	\$218,700.00
Designer, 4	1112	\$150.00	\$166,800.00
Tech Prof, 3	542	\$140.00	\$75,880.00
Tech Prof, 2	1040	\$130.00	\$135,200.00
Tech Prof, 1	515	\$120.00	\$61,800.00
Admin, Tech 1	22	\$100.00	\$2,200.00
Total Direct Labor Costs:	6,558		\$1,157,730.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$1,157,730.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Direct Expenses			
General	1	\$8,000.00	\$8,000.00
Trips (flights, hotel, meals)	10	\$1,100.00	\$11,000.00
Total Expenses			\$19,000.00

SUMMA Total Labor Costs + Expenses + Fee

\$1,176,830.00

Estimated Total

\$1,176,800.00

SCHEDULE C - DESIGN DELIVERABLE 1 (DD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - McALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas

ALLIANCE

Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof, 3	Tech Prof, 2	Tech Prof, 1	Admin, Tech 1	
Schedule C - DD – 1 - Baggage, Ticket'g, Admin, 24 wks, \$37M												
Task 3.1 Schedule Initiation												
3.1.1	Coordinate Notice to Proceed	2										
3.1.2	Update PMP and QA/QC Program											
Task 3.2 Detailed Design Refinements												
3.2.1	Develop detailed plans	4	2	15	48	24	14	8	24			
3.2.2	Finalize layouts	4	4	24	41	24	14	4	24			
3.2.3	Specify materials, finishes, and major equipment	1	4	12	41	24	14	4	24			
3.2.4	Develop sustainable and energy efficient design	0	0	10	0	10	0	0	0			
3.2.5	Ensure compliance with FAA, ADA, local building codes	2	8	8	0	8	0	8	0			
3.2.6	Submit prelim design documents to FAA/agencies	0	8	0	29	8	0	0	0			
3.2.7	QA/QC	4	9	9	0	4	0	4	0			
Task 3.3 Design Reviews												
3.3.1	Two design review submittals	4	16	36	24		24		36			
3.3.2	Complete 60% design review submittal											
3.3.3	Complete 90% design review submittal (agency review)											
Task 3.4 Engineering Systems Design												
3.4.1	Develop detailed designs											
3.4.2	Coordinate utility connections and capacity requirements											
Task 3.5 Producing Deliverable Set for Pricing												
3.5.1	Develop design elements	4	2	35	36	35		4	35	11		
3.5.2	Develop Floor plans, sections, and elevations	4	2	35	36	35		4	35	11		
3.5.3	Define key materials, structural, and mechanical systems	2	2	10	0	10		10				
3.5.4	Conduct code analysis	0	2	2	8	2		2				
3.5.5	Complete QA/QC process with subconsultants and key stakeholders	4	8	4	0	8		8				
Task 3.6 Cost Estimating Update												
3.6.1	Conduct CMAR coordination meetings	4	16	16		16		16				
Task 3.7 Meetings												
3.7.1	City Coordination meeting for permitting		12			12						
3.7.2	Present concept design process to City Commission	5		12		12						
3.7.3	Complete required review meetings	12	18	18		24		18				
3.7.3.1	Recurring meetings (weekly internal design)	6	12	12		12		12				
3.7.3.2	Recurring meetings (CMaR firm)	2	6	6		6		6				
3.7.3.3	Recurring meetings (bi-weekly external design)	8	12	12		12		12				
3.7.3.4	Recurring meetings (monthly FAA coordination)	3	9	9		9		9				
3.7.3.5	Recurring meetings (weekly airport coordination)	12	12	12		12		12				
Task 3.8 Stakeholder Engagement and Public Involvement Plan												
3.8.1	Update comprehensive PIP	15	18	18		18		18				
3.8.2	Project flyers and one pagers											
3.8.3	Tenant/Stakeholder design meetings	6	6	8		8		8				
3.8.4	Website updates	12	12	12								
Task 3.9 Funding, Grant Applications and Planning												
3.9.1	Grant application coordination and application		2	2		2		2				
3.9.2	Update CIP funding plans	1	2	1								
Task 3.10 Design Narrative Deliverable												
3.10.1	Narrative deliverable		18	18		18		18				
Task 3.11 CBP Coordination												
3.11.1	Review of Design Standards	2	2	11	24	16	16					
3.11.2	Layout of Proposed Facilities			16	18	16	16					
3.11.3	3 on-site meetings			12		12	12					
Task 3.12 Project Management												
3.12.1	Project management	4.5	57		27					27		
3.12.2	Subconsultant coordination	3	33	18	27	18						
3.12.3	Weekly written status updates		24									
Total hours per labor category		130.5	338	413	359	415	110	187	178	22	27	0

ESTIMATE OF LABOR COSTS:

Labor Category	2	Hours	Rate	Extension
Principal in Charge, 6.6		130.5	\$290.00	\$37,845.00
Sr. Project Manager, 6.3		338	\$220.00	\$74,360.00
Sr. Terminal Planner / Designer, 6.4		413	\$240.00	\$99,120.00
Job Captain, 6.2		359	\$205.00	\$73,595.00
Terminal Planner / Designer, 6		415	\$180.00	\$74,700.00
Designer, 4		110	\$150.00	\$16,500.00
Tech Prof, 3		187	\$140.00	\$26,180.00
Tech Prof, 2		178	\$130.00	\$23,140.00
Tech Prof, 1		22	\$120.00	\$2,640.00
Admin, Tech 1		27	\$100.00	\$2,700.00
Total Direct Labor Costs:		2,180		\$430,780.00
Labor and Administrative Overhead				\$0.00
Fee				\$0.00
Total Labor Costs				\$430,780.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
General	1	\$2,000.00	\$2,000.00
Trips (flights, hotel, meals)	5	\$1,110.00	\$5,550.00
Total Expenses			\$7,550.00

SUMMA Total Labor Costs + Expenses + Fee

\$438,330.00

Estimated Total

\$438,300.00

**SCHEDULE D - CONSTRUCTION DOCUMENTS 1 (CD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas**

Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof. 3	Tech Prof. 2	Tech Prof. 1	Admin, Tech 1	
Schedule D - CD-1 - Baggage, Ticketg, Admin, 36 wks, \$37M												
Task 4.1 Schedule Initiation												
4.1.1	Coordinate Notice to Proceed	2										
4.1.2	Update PMP and QA/QC Program											
Task 4.2 Contract Documents												
4.2.1	Develop contract documents	7	23	39	43	57	104	230	150	186		
Task 4.3 Project Specifications Development												
4.3.1	Develop project specifications 60%	1	4	8	8	17	29					
4.3.2	Develop project specifications 90%	1	4	8	8	17	29					
Task 4.4 Construction Plans												
4.4.1	Develop construction Plans - 30%	8	21	36	40	51	100	180	96	226		
4.4.2	Develop construction Plans - 60%	7	21	36	40	51	100	180	100	226		
4.4.3	Develop construction Plans - 90%	7	21	36	40	51	100	180	100	226		
Task 4.5 Meetings												
4.5.1	City Coordination meeting for permitting	0	6	0	0	8	0	0	0	0		
4.5.2	Present concept design process to City Commission	2	0	18	0	6	0	0	0	0		
4.5.3.1	Recurring meetings (weekly internal design)	11	26	39	41	26	19	19	0	0		
4.5.3.2	Recurring meetings (bi-weekly external design)	7	13	27	27	13	9	9	0	0		
4.5.3.3	Recurring meetings (monthly FAA coordination)	2	7	7	0	7	0	5	0	0		
4.5.3.4	Recurring meetings (weekly airport coordination)	7	13	13	0	13	9	9	0	0		
Task 4.6 Stakeholder Engagement and Public Involvement Plan												
4.6.1	Update comprehensive PIP											
4.6.2	Project flyers and one pagers											
4.6.3	Tenant/Stakeholder design meetings	12	18	24		24		24				
4.6.4	Website updates											
Task 4.7 Project Management												
4.7.1	Project management	18	90		54						44	
4.7.2	Subconsultant coordination	9	50	27	54	36						
4.7.3	Weekly written status updates		42									
Total hours per labor category		101	359	318	355	377	499	836	446	864	44	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal in Charge, 6.6	101	\$290.00	\$29,290.00
Sr. Project Manager, 6.3	359	\$220.00	\$78,980.00
Sr. Terminal Planner / Designer, 6.4	318	\$240.00	\$76,320.00
Job Captain, 6.2	355	\$205.00	\$72,775.00
Terminal Planner / Designer, 6	377	\$180.00	\$67,860.00
Designer, 4	499	\$150.00	\$74,850.00
Tech Prof. 3	836	\$140.00	\$117,040.00
Tech Prof. 2	446	\$130.00	\$57,980.00
Tech Prof. 1	864	\$120.00	\$103,680.00
Admin, Tech 1	44	\$100.00	\$4,400.00
Total Direct Labor Costs:	4,199		\$683,175.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$683,175.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
General	1	\$7,500.00	\$7,500.00
Trips (flights, hotel, meals)	10	\$1,100.00	\$11,000.00

Total Expenses **\$18,600.00**

SUMMA Total Labor Costs + Expenses + Fee **\$701,775.00**

Estimated Total **\$701,800.00**

SCHEDULE G - DESIGN DELIVERABLE 2 (DD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas

Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof. 3	Tech Prof. 2	Tech Prof. 1	Admin, Tech 1	
Sch. G - DD - 2 Conc. Exp., Ex. Conc. Reno.												
Task 7.1 Schedule Initiation												
7.1.1	Coordinate Notice to Proceed	2										
7.1.2	Update PMP and QA/QC Program											
Task 7.2 Detailed Design Refinements												
7.2.1	Develop detailed plans	6	6	40	24	60	60	12	60	24		
7.2.2	Finalize layouts	6	6	60	18	60	60	6	60	30		
7.2.3	Specify materials, finishes, and major equipment	4	6	30	18	60	60	6	60	30		
7.2.4	Develop sustainable and energy efficient design strategies			24		24						
7.2.5	Ensure compliance with FAA, ADA, local building codes	2	12	12		12		12				
7.2.6	Submit prelim design documents to FAA/agencies		12		12							
7.2.7	QA/QC	8	16	16		8		8				
Task 7.3 Design Reviews												
7.3.1	Two design review submittals	2	8	24	24		24		24			
7.3.2	Complete 60% design review submittal											
7.3.3	Complete 90% design review submittal (agency review)											
Task 7.4 Engineering Systems Design												
7.4.1	Develop detailed designs											
7.4.2	Coordinate utility connections and capacity requirements											
Task 7.5 Producing Deliverable Set for Pricing												
7.5.1	Develop high level design elements	10	2	80	24	80	80	10	80	40		
7.5.2	Develop Floor plans, sections, and elevations	10	2	80	24	80	80	10	80	40		
7.5.3	Define key materials, structural, and mechanical systems	2	2	24		24	24	24				
7.5.4	Conduct prelim code analysis		4	4	4	4		4				
7.5.5	Complete QA/QC process with subconsultants and key stakeholders	6	12	6		12		12				
Task 7.6 Cost Estimating Update												
7.6.1	Conduct CMAR Coordination meetings to clarify scope	2	8	8	8	8		8				
Task 7.7 Meetings												
7.7.1	City Coordination meeting for permitting		12			12						
7.7.2	Present concept design process to City Commission	4		12		12						
7.7.3.1	Recurring meetings (weekly internal design)	12	24	24	24	24	24	24				
7.7.3.2	Recurring meetings (bi-weekly external design)	6	12	12	12	12	12	12				
7.7.3.3	Recurring meetings (monthly FAA coordination)	2	6	6		6		6				
7.7.3.4	Recurring meetings (weekly airport coordination)	8	12	12		12		12				
Task 7.8 Stakeholder Engagement and Public Involvement Plan												
7.8.1	Update comprehensive PIP											
7.8.2	Project flyers and one pagers											
7.8.3	Tenant/Stakeholder design meetings	12	12	24		24		24				
7.8.4	Website updates											
Task 7.9 Design Narrative Deliverable												
7.9.1	Narrative deliverable		12	12		24		24				
Task 7.10 Project Management												
7.10.1	Project management	9	62		25						21	
7.10.2	Subconsultant coordination	2	25	12	25	12						
7.10.3	Weekly written status updates		19									
Total hours per labor category		115	292	522	242	582	424	214	364	164	21	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal in Charge, 6.6	115	\$290.00	\$33,350.00
Sr. Project Manager, 6.3	292	\$220.00	\$64,240.00
Sr. Terminal Planner / Designer, 6.4	522	\$240.00	\$125,280.00
Job Captain, 6.2	242	\$205.00	\$49,610.00
Terminal Planner / Designer, 6	582	\$180.00	\$104,760.00
Designer, 4	424	\$150.00	\$63,600.00
Tech Prof. 3	214	\$140.00	\$29,960.00
Tech Prof. 2	364	\$130.00	\$47,320.00
Tech Prof. 1	164	\$120.00	\$19,680.00
Admin, Tech 1	21	\$100.00	\$2,100.00
Total Direct Labor Costs:	2,940		\$539,900.00
Labor and Administrative Overhead Fee			\$0.00
			\$0.00
Total Labor Costs			\$539,900.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
General	1	\$5,000.00	\$5,000.00
Trips (flights, hotel, meals)	7	\$1,110.00	\$7,770.00
Total Expenses			\$12,770.00
SUMMA Total Labor Costs + Expenses + Fee			\$552,670.00
Estimated Total			\$552,700.00

**SCHEDULE H - CONSTRUCTION DOCUMENTS 2 (CD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas**

Task No.	Task Description	Principal in Charge, 6.6	Sr. Project Manager, 6.3	Sr. Terminal Planner / Designer, 6.4	Job Captain, 6.2	Terminal Planner / Designer, 6	Designer, 4	Tech Prof. 3	Tech Prof. 2	Tech Prof. 1	Admin, Tech 1	
Sch. H - CD - 2 Conc. Exp., Ex. Conc. Reno.,												
Task 8.1 Schedule Initiation												
8.1.1	Coordinate Notice to Proceed	2										
8.1.2	Update PMP and QA/QC Program											
Task 8.2 Contract Documents												
8.2.1	Develop contract documents	10	32	60	60	80	200	200	200	200	200	
Task 8.3 Project Specifications Development												
8.3.1	Develop project specifications 60%	2	5	12	12	24	40					
8.3.2	Develop project specifications 90%	2	5	12	12	24	40					
Task 8.4 Construction Plans												
8.4.1	Develop construction Plans - 30%	10	32	60	60	80	200	200	200	200	200	
8.4.2	Develop construction Plans - 60%	10	32	60	60	80	200	200	200	200	200	
8.4.3	Develop construction Plans - 90%	10	32	60	60	80	200	200	200	200	200	
Task 8.5 Meetings												
8.5.1	City Coordination meeting for permitting		12			12						
8.5.2	Present concept design process to City Commission	4		12		12						
8.5.3.1	Recurring meetings (weekly internal design)	18	36	36	36	36	36	36				
8.5.3.2	Recurring meetings (bi-weekly external design)	10	18	18	18	18	18	18				
8.5.3.3	Recurring meetings (monthly FAA coordination)	3	9	9		9		9				
8.5.3.4	Recurring meetings (weekly airport coordination)	10	18	18		18	18	18				
Task 8.6 Stakeholder Engagement and Public Involvement Plan												
8.6.1	Update comprehensive PIP											
8.6.2	Project flyers and one pagers											
8.6.3	Tenant/Stakeholder design meetings	12	12	24		24		24				
8.6.4	Website updates											
Task 8.7 Project Management												
8.7.1	Project management	13	100		42						35	
8.7.2	Subconsultant coordination	6	42	20	42	20						
8.7.3	Weekly written status updates		32									
Total hours per labor category		122	417	401	402	517	952	905	800	800	835	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal in Charge, 6.6	122	\$290.00	\$35,380.00
Sr. Project Manager, 6.3	417	\$220.00	\$91,740.00
Sr. Terminal Planner / Designer, 6.4	401	\$240.00	\$96,240.00
Job Captain, 6.2	402	\$205.00	\$82,410.00
Terminal Planner / Designer, 6	517	\$180.00	\$93,060.00
Designer, 4	952	\$150.00	\$142,800.00
Tech Prof. 3	905	\$140.00	\$126,700.00
Tech Prof. 2	800	\$130.00	\$104,000.00
Tech Prof. 1	800	\$120.00	\$96,000.00
Admin, Tech 1	835	\$100.00	\$83,500.00
Total Direct Labor Costs:	6,151		\$951,830.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$951,830.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
General	1	\$9,500.00	\$9,500.00
Trips (flights, hotel, meals)	10	\$1,100.00	\$11,000.00

Total Expenses **\$20,600.00**

SUMMA Total Labor Costs + Expenses + Fee **\$972,430.00**

Estimated Total **\$972,400.00**

SCHEDULE A - PRE-DESIGN
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant	Task Total
Schedule A - Pre-Design - all components, 16 wks, \$176M										
Task 1.1 Project and Schedule Initiation										
1.1.1	Project set-up and contracting	2	0					2		4
1.1.2	Develop PMP						4			0
1.1.3	Review previous data	2						4		10
1.1.4	Gather data		16				16			
1.1.5	Airport badging	1	1				1	1	1	
1.1.4	Develop existing model in Revit		102				72			174
Task 1.2 Site Analysis										
1.2.1	Assess site conditions									0
1.2.2	OE/AAA submittal									0
1.2.3	Site visits									0
1.2.4	Evaluate gate parking									0
Task 1.3 Assessments										
1.3.1	Complete required assessments	4	7				11	2	2	26
1.3.2	Refine architectural assessments									
1.3.3	Required site visits	5	11				11	5		
1.3.4	Assessment deliverable									0
Task 1.4 Geotechnical Borings and Investigations										
1.4.1	Subconsultant coordination									0
1.4.2	Safety planning and OE/AAA coordination for borings									0
Task 1.5 Concept Development										
1.5.1	Provide initial design concepts (3)									0
1.5.2	Passenger convenience, operation safety, & sustainability	2								2
1.5.3	Incorporate considerations for passenger flow, accessibility, & compliance with FAA standards									
1.5.4	Complete views shed analysis									0
Task 1.6 Concept Refinement										
1.6.1	Stakeholder collaboration to refine preferred concept									0
1.6.2	Complete concept refinement									
1.6.3	Provide renderings, diagrams, and narratives									0
Task 1.7 Meetings										
1.7.1	Discovery meeting with FAA for FAA-owned equipment	7					9			16
1.7.2	CBP Kick off meeting	2					2			
1.7.3	City Coordination meeting for permitting	2								
1.7.4	Present concept design process to City Commission	2								
1.7.5.1	Recurring meetings (weekly internal design)	7								
1.7.5.2	Recurring meetings (bi-weekly external design)	7								
1.7.5.3	Recurring meetings (Monthly FAA Coordination)	2								
1.7.5.4	Recurring meetings (Weekly Airport Coordination)	4								
Task 1.8 Funding, Grant Applications and Planning										
1.8.1	Grant application coordination and application									0
1.8.2	Update CIP funding plans									0
Task 1.9 Construction Manager at Risk Selection										
1.9.1	Assemble RFP									0
1.9.2	Respond to CMAR Questions									0
1.9.3	Pre-selection meeting									0
1.9.4	Proposal evaluation and award									0
Task 1.10 Stakeholder Engagement and Public Involvement Plan										
1.10.1	Develop comprehensive Public Involvement Plan (PIP)									0
1.10.2	Conduct kickoff meetings									0
1.10.3	Develop project flyers									0
1.10.4	Tenant Stakeholder Pre-Design meetings	4								4
1.10.5	Website updates									0
Task 1.11 Project Management										
1.11.1	Project management						2			2
1.11.2	Subconsultant coordination						4			4
1.11.3	Weekly written Status report	4								4
Total hours per labor category		57	137	0	0	0	132	14	3	

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Architect	57	\$350.00	\$19,950.00
Project Manager	137	\$250.00	\$34,250.00
Senior Architect	0		\$0.00
Architect	0		\$0.00
Interior Design	0		\$0.00
Senior Project Manager	132	\$310.00	\$40,920.00
Project Manager Assistant / Accounting	14	\$160.00	\$2,240.00
Admin Assistant	3	\$95.00	\$285.00
Total Direct Labor Costs:	343		\$97,645.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$97,645.00

ESTIMATE OF EXPENSES:

Expenses (The Warren Group)	LS	1	\$5,519.00
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Total Expenses **\$5,519.00**

SUMMA Total Labor Costs + Expenses + Fee **\$103,164.00**

Estimated Total **\$103,200.00**

SCHEDULE B - SCHEMATIC DESIGN
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant			
Schedule B - SD - all components, 20 wks, \$176M												
Task 2.1 Schedule Initiation												
2.1.1	Coordinate Notice to Proceed	4					4	4	2			
2.1.2	Update PMP and QA/QC Program	22										
Task 2.2 Progress the Selected Concept												
2.2.1	Develop the chosen conceptual design											
2.2.2	Address future phasing impacts on operations											
Task 2.3 Existing Infrastructure and Engineering Coordination												
2.3.1	Review existing structural, MEP, and Civil needs	11					11					
Task 2.4 Safety and Phasing Plan Development - Preliminary Planning												
2.4.1	Develop prelim phasing alternatives	14										
2.4.2	Deliver preliminary construction phasing plan for each deliverable	14	72				72	72				
Task 2.5 Producing Deliverable Set for Pricing												
2.5.1	Develop high level design elements	32	108				180	72				
2.5.2	Develop Floor plans, sections, and elevations	32	318				190	72	18			
2.5.3	Define key materials, structural, and mechanical systems											
2.5.4	Conduct prelim code analysis	22					5					
2.5.5	Complete QA/QC process with subconsultants and key stakeholders	7					7					
Task 2.6 Meetings												
2.6.1	City Coordination meeting for permitting	4										
2.6.2	Present concept design process to City Commission											
2.6.3.1	Recurring meetings (weekly internal design)	20					20					
2.6.3.2	Recurring meetings (bi-weekly external design)	10					10					
2.6.3.3	Recurring meetings (monthly FAA coordination)											
2.6.3.4	Recurring meetings (weekly airport coordination meetings)	4										
Task 2.7 Stakeholder Engagement and Public Involvement Plan												
2.7.1	Update comprehensive PIP	1										
2.7.2	Project flyers and one pagers	2					2					
2.7.3	Tenant/Stakeholder design meetings	9					4					
2.7.4	Website updates						2					
2.7.5	Terminal display											
2.7.6	Regular workshops with airport management	5					5					
Task 2.8 Funding, Grant Applications and Planning												
2.8.1	Grant application coordination and application	2					2					
2.8.2	Update CIP funding plans	2										
Task 2.9 Cost estimating												
2.9.1	Conduct discipline and subconsultant submittals for pricing	4										
Task 2.10 Schematic Design Deliverable												
2.10.1	Narrative deliverable	4										
Task 2.11 Project Management												
2.11.1	Project management											
2.11.2	Subconsultant coordination											
2.11.3	Weekly written status updates											
Total hours per labor category		225	498	0	0	0	514	220	20	0	0	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Architect	225	\$350.00	\$78,750.00
Project Manager	498	\$250.00	\$124,500.00
Senior Architect	0		\$0.00
Architect	0		\$0.00
Interior Design	0		\$0.00
Senior Project Manager	514	\$310.00	\$159,340.00
Project Manager Assistant / Accounting	220	\$160.00	\$35,200.00
Admin Assistant	20	\$95.00	\$1,900.00
Total Direct Labor Costs:	1,477		\$399,690.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$399,690.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Direct Expenses			
Supporting Architecture (The Warren Group)	LS	1	\$7,588.62
Total Expenses			\$7,588.62
SUMMA Total Labor Costs + Expenses + Fee			\$407,278.62
Estimated Total			\$407,300.00

SCHEDULE C - DESIGN DELIVERABLE 1 (DD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant			
Schedule C - DD - 1 - Baggage, Tick'tg, Admin,												
Task 3.1 Schedule Initiation												
3.1.1	Coordinate Notice to Proceed	2					2					
3.1.2	Update PMP and QA/QC Program	4					4					
Task 3.2 Detailed Design Refinements												
3.2.1	Develop detailed plans	11	35									
3.2.2	Finalize layouts	7	32									
3.2.3	Specify materials, finishes, and major equipment	7	11									
3.2.4	Develop sustainable and energy efficient design strategies	4	14									
3.2.5	Ensure compliance with FAA, ADA, local building codes	4					5					
3.2.6	Submit prelim design documents to FAA/agencies	2										
3.2.7	QA/QC	11	4				7					
Task 3.3 Design Reviews												
3.3.1	Two design review submittals	15					15					
3.3.2	Complete 60% design review submittal											
3.3.3	Complete 90% design review submittal (agency review)											
Task 3.4 Engineering Systems Design												
3.4.1	Develop detailed designs											
3.4.2	Coordinate utility connections and capacity requirements											
Task 3.5 Producing Deliverable Set for Pricing												
3.5.1	Develop design elements	15	64				62					
3.5.2	Develop Floor plans, sections, and elevations	11	111				102					
3.5.3	Define key materials, structural, and mechanical systems	12	11				18					
3.5.4	Conduct code analysis	13										
3.5.5	Complete QA/QC process with subconsultants and key stakeholders	16					9					
Task 3.6 Cost Estimating Update												
3.6.1	Conduct CMAR coordination meetings	7					24					
Task 3.7 Meetings												
3.7.1	City Coordination meeting for permitting	6	0	0	0	0	4					
3.7.2	Present concept design process to City Commission	4	2	0	0	0	2					
3.7.3	Complete required review meetings	9	0	0	0	0	0					
3.7.3.1	Recurring meetings (weekly internal design)	28	0	0	0	0	22					
3.7.3.2	Recurring meetings (CMaR firm)	5					5					
3.7.3.3	Recurring meetings (bi-weekly external design)	20	0	0	0	0	14					
3.7.3.4	Recurring meetings (monthly FAA coordination)	2	0	0	0	0	0					
3.7.3.5	Recurring meetings (weekly airport coordination)	14	0	0	0	0	3					
Task 3.8 Stakeholder Engagement and Public Involvement Plan												
3.8.1	Update comprehensive PIP	4										
3.8.2	Project flyers and one pagers											
3.8.3	Tenant/Stakeholder design meetings	4					2					
3.8.4	Website updates											
Task 3.9 Funding, Grant Applications and Planning												
3.9.1	Grant application coordination and application	1										
3.9.2	Update CIP funding plans	1						1	1			
Task 3.10 Design Narrative Deliverable												
3.10.1	Narrative deliverable	4						2	1			
Task 3.11 CBP Coordination												
3.11.1	Review of Design Standards	7										
3.11.2	Layout of Proposed Facilities	7	16									
3.11.3	3 on-site meetings	11					4					
Task 3.12 Project Management												
3.12.1	Project management	5					11				27	
3.12.2	Subconsultant coordination	5										
3.12.3	Weekly written status updates	4					4	1	1			
Total hours per labor category												
		282	300	0	0	0	319	4	3	0	27	0

ESTIMATE OF LABOR COSTS:

	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Project Manager Assistant / Accounting	Admin Assistant
Principal Architect	282							
Project Manager		300						
Senior Architect			0					
Architect				0				
Interior Design					0			
Senior Project Manager						319		
Project Manager Assistant / Accounting							4	
Admin Assistant								3

Total Direct Labor Costs:	908	\$273,515.00
Labor and Administrative Overhead		\$0.00
Fee		\$0.00
Total Labor Costs		\$273,515.00

ESTIMATE OF EXPENSES:

SCHEDULE D - CONSTRUCTION DOCUMENTS 1 (CD-1)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant			
Schedule D - CD-1 - Baggage, Ticketg, Admin,												
Task 4.1 Schedule Initiation												
4.1.1	Coordinate Notice to Proceed	1							1			
4.1.2	Update PMP and QA/QC Program	1							1			
Task 4.2 Contract Documents												
4.2.1	Develop contract documents	47	36				252	36				
Task 4.3 Project Specifications Development												
4.3.1	Develop project specifications 60%	20					11	112	26			
4.3.2	Develop project specifications 90%	20					11	86	26			
Task 4.4 Construction Plans												
4.4.1	Develop construction Plans - 30%	41	282				341					
4.4.2	Develop construction Plans - 60%	41	321				305					
4.4.3	Develop construction Plans - 90%	41	179				162					
Task 4.5 Meetings												
4.5.1	City Coordination meeting for permitting	6										
4.5.2	Present concept design process to City Commission	6										
4.5.3.1	Recurring meetings (weekly internal design)	40					36					
4.5.3.2	Recurring meetings (bi-weekly external design)	24					20					
4.5.3.3	Recurring meetings (monthly FAA coordination)	2					2					
4.5.3.4	Recurring meetings (weekly airport coordination)	6					6					
Task 4.6 Stakeholder Engagement and Public Involvement Plan												
4.6.1	Update comprehensive PIP											
4.6.2	Project flyers and one pagers											
4.6.3	Tenant/Stakeholder design meetings	4										
4.6.4	Website updates											
Task 4.7 Project Management												
4.7.1	Project management	13					13					
4.7.2	Subconsultant coordination	18					13	2	0			
4.7.3	Weekly written status updates	5					4	1	3			
Total hours per labor category		336	818	0	0	0	1176	237	57	0	0	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Architect	336	\$350.00	\$117,600.00
Project Manager	818	\$250.00	\$204,500.00
Senior Architect	0		\$0.00
Architect	0		\$0.00
Interior Design	0		\$0.00
Senior Project Manager	1176	\$310.00	\$364,560.00
Project Manager Assistant / Accounting	237	\$160.00	\$37,920.00
Admin Assistant	57	\$95.00	\$5,415.00
Total Direct Labor Costs:	2,624		\$729,995.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$729,995.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Supporting Architecture (The Warren Group)	1	\$18,626.61	\$18,626.61

Total Expenses **\$18,626.61**

SUMMA Total Labor Costs + Expenses + Fee **\$748,621.61**

Estimated Total **\$748,600.00**

SCHEDULE E - DESIGN DELIVERABLE 2 (DD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant			
Sch. E - DD - 2 Conc. Exp., Ex. Conc. Reno.,												
Task 7.1 Schedule Initiation												
7.1.1	Coordinate Notice to Proceed	1					1					
7.1.2	Update PMP and QA/QC Program	2					1					
Task 7.2 Detailed Design Refinements												
7.2.1	Develop detailed plans	4	2				72					
7.2.2	Finalize layouts	11	5					36	4			
7.2.3	Specify materials, finishes, and major equipment	7										
7.2.4	Develop sustainable and energy efficient design	4										
7.2.5	Ensure compliance with FAA, ADA, local building codes	4										
7.2.6	Submit prelim design documents to FAA/agencies	1					1		1			
7.2.7	QA/QC	11					7					
Task 7.3 Design Reviews												
7.3.1	Two design review submittals	14					11		1			
7.3.2	Complete 60% design review submittal											
7.3.3	Complete 90% design review submittal (agency review)											
Task 7.4 Engineering Systems Design												
7.4.1	Develop detailed designs											
7.4.2	Coordinate utility connections and capacity requirements											
Task 7.5 Producing Deliverable Set for Pricing												
7.5.1	Develop high level design elements	7	72				72					
7.5.2	Develop Floor plans, sections, and elevations		143				126					
7.5.3	Define key interiors, structural, and mechanical systems	0										
7.5.4	Conduct prelim code analysis	4										
7.5.5	Complete QA/QC process with subconsultants and key stakeholders	5					5					
Task 7.6 Cost Estimating Update												
7.6.1	Conduct CMAR Coordination meetings to clarify scope	32					32					
Task 7.7 Meetings												
7.7.1	City Coordination meeting for permitting	4										
7.7.2	Present concept design process to City Commission	4										
7.7.3.1	Recurring meetings (weekly internal design)	16					8					
7.7.3.2	Recurring meetings (bi-weekly external design)	16					8					
7.7.3.3	Recurring meetings (monthly FAA coordination)	5					4					
7.7.3.4	Recurring meetings (weekly airport coordination)	2										
Task 7.8 Stakeholder Engagement and Public Involvement Plan												
7.8.1	Update comprehensive PIP											
7.8.2	Project flyers and one pagers											
7.8.3	Tenant/Stakeholder design meetings											
7.8.4	Website updates											
Task 7.9 Design Narrative Deliverable												
7.9.1	Narrative deliverable	2					2					
Task 7.10 Project Management												
7.10.1	Project management	5					5					
7.10.2	Subconsultant coordination	5					5					
7.10.3	Weekly written status updates	8					8					
Total hours per labor category		181	222	0	0	0	368	36	6	0	0	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Architect	181	\$350.00	\$63,350.00
Project Manager	222	\$250.00	\$55,500.00
Senior Architect	0		\$0.00
Architect	0		\$0.00
Interior Design	0		\$0.00
Senior Project Manager	368	\$310.00	\$114,080.00
Project Manager Assistant / Accounting	36	\$160.00	\$5,760.00
Admin Assistant	6	\$95.00	\$570.00
Total Direct Labor Costs:	813		\$239,260.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$239,260.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Supporting Architecture (The Warren Group)	LS	1	\$12,417.74
Total Expenses			\$12,417.74
SUMMA Total Labor Costs + Expenses + Fee			\$251,677.74
Estimated Total			\$251,700.00

SCHEDULE F - CONSTRUCTION DOCUMENTS 2 (CD-2)
ESTIMATED FEES AND EXPENSES
TERMINAL EXPANSION - MCALLEN INTERNATIONAL AIRPORT (MFE)
McAllen, Texas



Task No.	Task Description	Principal Architect	Project Manager	Senior Architect	Architect	Interior Design	Senior Project Manager	Manager Assistant / Accounting	Admin Assistant			
Sch. F - CD -2 Conc. Exp., Ex. Conc. Reno.,												
Task 8.1 Schedule Initiation												
8.1.1	Coordinate Notice to Proceed	2										
8.1.2	Update PMP and QA/QC Program	4					4					
Task 8.2 Contract Documents												
8.2.1	Develop contract documents	5					5	4				
Task 8.3 Project Specifications Development												
8.3.1	Develop project specifications 60%	11					35	22	11			
8.3.2	Develop project specifications 90%	11					22	22	11			
Task 8.4 Construction Plans												
8.4.1	Develop construction Plans - 30%	36	300				180					
8.4.2	Develop construction Plans - 60%	36	302				216					
8.4.3	Develop construction Plans - 90%	29	250				216					
Task 8.5 Meetings												
8.5.1	City Coordination meeting for permitting	3										
8.5.2	Present concept design process to City Commission	2										
8.5.3.1	Recurring meetings (weekly internal design)	22					22		2			
8.5.3.2	Recurring meetings (bi-weekly external design)	22							2			
8.5.3.3	Recurring meetings (monthly FAA coordination)	4							2			
8.5.3.4	Recurring meetings (weekly airport coordination)	7										
Task 8.6 Stakeholder Engagement and Public Involvement Plan												
8.6.1	Update comprehensive PIP											
8.6.2	Project flyers and one pagers											
8.6.3	Tenant/Stakeholder design meetings	11					11					
8.6.4	Website updates											
Task 8.7 Project Management												
8.7.1	Project management	22					22					
8.7.2	Subconsultant coordination	22					22					
8.7.3	Weekly written status updates	22					22					
Total hours per labor category		271	852	0	0	0	777	48	28	0	0	0

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal Architect	271	\$350.00	\$94,850.00
Project Manager	852	\$250.00	\$213,000.00
Senior Architect	0		\$0.00
Architect	0		\$0.00
Interior Design	0		\$0.00
Senior Project Manager	777	\$310.00	\$240,870.00
Project Manager Assistant / Accounting	48	\$160.00	\$7,680.00
Admin Assistant	28	\$95.00	\$2,660.00
Total Direct Labor Costs:	1,976		\$559,060.00
Labor and Administrative Overhead			\$0.00
Fee			\$0.00
Total Labor Costs			\$559,060.00

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Supporting Architecture (The Warren Group)	LS	1	\$13,797.49
Total Expenses			\$13,797.49
SUMMA Total Labor Costs + Expenses + Fee			\$572,857.49
Estimated Total			\$572,900.00



January 24, 2025

Eric Peterson, AIA, LEED AP
Principal
Alliance
400 Clifton Ave
Minneapolis, MN 55403

**Reference: McAllen International Airport (MFE)
Terminal Expansion
Proposal for Engineering Services**

Dear Eric:

We appreciate this opportunity to provide a proposal for engineering services for the above-referenced project.

SCOPE OF PROJECT

The project consists of renovations and expansions at the McAllen International Airport (MFE) based on the terminal planning study provided in November 2024. The study determined that several areas of the airport would need to be renovated (~70,880 sq. ft), along with expansion of several areas (~94,150 sq. ft) including an additional six gates, would be needed to meet the forecasted growth of the airport.

The scope of the work has been divided into three phases to allow for simultaneous development of designs and independent construction. These phases are:

Phase 1: Ticketing, Baggage, Restroom & Administration

- Expanding the ticketing hall to the west, over the top of the existing CBIS and bag inspection system.
- Expansion to the north for additional restrooms, and to the south for additional administrative support areas.
- Relocation of existing building functions to allow for the expansion of the arrivals hall.
- Modification to Gates 1 and 3 to efficiency.

Swanson Rink's scope of work for Phase 1 includes:

- The expansion of the existing ticket counter baggage handling system to provide service to the new ticket counter positions.
- Design and specification of a new inbound baggage system for domestic arrivals. This will include an unloading pier in the inbound tug area, claim device, connecting conveyor and control system.

Phase 2: Common Area, FIS, and Checkpoint

- Relocate and reconfigure the security checkpoint for additional efficiency.
- Renovate and expand the FIS facility to increase capacity and to allow a ‘bags last’ configuration.
- Renovation of the loading dock and supporting areas.
- Renovation of the central commons area.

Swanson Rink’s scope of work for Phase 2 includes:

- Simulation of the passenger flow through the revised checkpoint configuration.
- Design and specification of a new inbound FIS baggage system for ‘bags last’ operation. This will include an unloading pier in the inbound tug area, claim device, connecting conveyor and control system.

Phase 3: Concourse Expansion

- Expansion of the concourse to the west, including five additional boarding bridges.

Swanson Rink does not have a scope of work under Phase 3.

SCHEDULE

The project schedule for each Phase is as follows:

	Phase 1	Phase 2
Pre-Design Programming	16-20 Weeks	
Schematic Design	26-32 Weeks	
Design Development	18-24 Weeks	21-28 Weeks
Construction Documents	30-36 Weeks	35-42 Weeks
Total Duration	90-112 Weeks	98-122 Weeks

SCOPE OF SERVICES

Our scope of services for this project will include Baggage Handling Systems and Passenger Simulation engineering design as detailed below.

1. Pre-design site survey to review existing conditions and verify accuracy of Record Drawings.
2. Design Phase Meetings:
 - a. Virtual attendance at separate weekly meeting for each functional area: Ticket counters, Domestic Arrivals Hall, Checkpoint, FIS, and stakeholder coordination.
 - b. In-person attendance at stakeholder review meetings at the conclusion of the four major phases listed in the schedule above.

3. Project Phasing: Swanson Rink will issue documents for the following phases.
 - a. Pre-Design Programing includes site analysis, programming, and conceptual design of the systems to determine interdependencies and review existing building information.
 - b. Schematic Design includes:
 - i) Develop BHS process Flow Diagram(s) identifying process flow streams and their functional relationships.
 - ii) Development of 3D BIM models.
 - iii) Complete Schematic level drawings including plan views, basic sections and elevations, Bill of Materials and construction phasing drawings.
 - iv) Prepare Motor Control Panel (MCP) one-line diagrams and Mechanical/Electrical coordination matrix.
 - v) Preparation of BHS ROM construction cost estimate.
 - vi) Preparation of BHS control system architecture diagram(s).
 - vii) Development of dynamic simulation of passenger flow at the security checkpoint.
 - c. Design Development includes:
 - i) Preparation of responses to stakeholder comments against the prior submittal.
 - ii) Update 3D BIM model(s).
 - iii) Update the design drawing set.
 - iv) Prepare BHS and mechanical systems control schematic diagrams.
 - v) Prepare BHS and mechanical systems sequence of operation.
 - vi) Update MCP One Line Diagram(s) and reissue Mechanical/Electrical coordination Matrix.
 - vii) Coordinate 3D model with design team.
 - viii) Prepare specifications.
 - ix) Update BHS ROM cost estimate.
 - x) Preparation of the design package for submittal to Stakeholders.
 - d. Construction Documents includes:
 - i) Preparation of responses to stakeholder comments against the prior submittal.
 - ii) Update 3D BIM model(s).
 - iii) Completion of the design drawing set to the level suitable for competitive bidding and construction.
 - iv) Completion MCP One Line Diagram(s).
 - v) Final coordination of documents with other design disciplines.
 - vi) Completion of specifications.
 - vii) Update BHS ROM cost estimate.
 - e. Bid Support includes:
 - i) Virtual attendance at the pre-bid conference.
 - ii) Review and response to bidders Request for Information.
 - iii) Issuance of addenda as needed to clarify the bid documents.
 - iv) Evaluation of the bid responses and recommendation of a preferred bidder.

ASSUMPTIONS AND CLARIFICATIONS

1. A proposal for construction phase services will be provided at the conclusion of the design.
2. Our design phase services assume a single design based on receipt of tenant approved space plans from the architect. Redesign due to changes in the space plan after initial receipt from the architect will be subject to additional services.

3. Electronic drawing files will be provided.
4. Construction Documents will not begin until there is an approved floor plan.
5. Any additional meetings that are not included in this proposal will be billed at cost.
6. This fee proposal is based on the Scope of Services being completed per the schedule shown above. If the Scope of Services is not completed by this date through no fault of Swanson Rink, then the fee will be equitably adjusted.
7. Standard cost or budget opinions will be provided at the major milestones listed above. Costs or opinions that might be submitted by Swanson Rink are informal, generalized evaluations only and are not guaranteed.

EXCLUSIONS

1. Any work other than what is defined in the Scope of Services.
2. Management of funding or grant applications and associated meetings will be by others.
3. Analysis or redesign of the existing of the check baggage inspection system.
4. Airport, City, FAA and other stakeholder review processes and meetings at the major milestones listed above are assumed to be consolidated into a single process. Separate reviews and meetings for each are not included.
5. We have excluded design of any major modifications, additions, or upgrades to the existing Central Plumbing, HVAC, Electrical, and Baggage Handling systems. Our fee is based on the ability to extend the existing building systems as required to serve the new improvements.
6. Significant redesign of approved core/shell systems to accommodate special tenant needs, including, but not limited to, ductwork for higher ceilings, core/shell plumbing fixtures, etc.
7. LEED templates.
8. Value Engineering or re-design subsequent to the issue of permit and construction documents. VE will be incorporated if it is prior to final construction documents.
9. Preparation of Separate Demolition Package Drawings. All drawings will be provided as a conformed package.

FEE BASIS

The fee for the proposed engineering services is ***Five Hundred Forty-Six Thousand and 00/100 (\$546,000.00)*** on a Lump Sum basis. Reimbursable expenses are included in this fee.

	Phase 1	Phase 2	Prices updated 2/14:
Pre-Design Programming	\$100,600		\$84,405
Schematic Design	\$162,700		\$144,840
Design Development	\$76,100	\$51,400	\$99,865
Construction Documents	\$92,500	\$62,700	\$116,975
Total Duration	\$546,000		Total - \$446,085

Reimbursable expenses incurred by Swanson Rink in the interest of the project include transportation, subsistence and lodging when traveling in connection with the project, long distance telephone calls, printing and reproduction expenses, delivery fees and postage will be billed at cost.

This fee proposal is valid for sixty (60) days from the date of this letter.

TERMS AND CONDITIONS

The attached Swanson Rink, Inc. Standard Terms and Conditions dated May 16, 2023 apply to this proposal.

We look forward to providing our services for this project. If there are any questions, please call.

Sincerely,
SWANSON RINK, INC.

Sent Via Email

Dustin Mahoney, PE
Senior Project Manager

May 16, 2023

STANDARD TERMS & CONDITIONS

1. Payment. Payment is due by Client within thirty days of presentation of invoices. Any unpaid balances older than thirty days shall bear interest at 1.5% per month. Swanson Rink may suspend services, without consequence or liability, upon seven days written notice to Client in the event payment is delinquent. The Client agrees to pay all interest and costs of collection, including reasonable attorney fees.
2. Standard of Care. Engineering services will be performed with the care and skill ordinarily exercised by members of the same profession, practicing under similar circumstances, at the same time and in the same location. Swanson Rink makes no other warranties, express or implied with regard to the services performed by it.
3. Services: Client agrees that services not expressly identified in writing are excluded from the scope of Swanson Rink's services. Client and Swanson Rink agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the project. These circumstances may require changes to the scope of services and compensation.
4. Work and Information of Others. Swanson Rink shall not be responsible for construction means, methods, techniques, sequences, procedures or safety measures or programs of any construction contractor. Swanson Rink shall be entitled to rely upon design services of others, including but not limited to contractors, manufacturers, suppliers and other design professionals. Swanson Rink shall be entitled to rely upon information provided by Client or on Client's behalf.
5. Termination. This agreement may be terminated by either party without cause upon seven days written notice. Upon termination, Swanson Rink shall be paid for all its services up to the date of termination. The following provisions of these Standard Terms & Conditions shall remain in effect after termination: Payment, Dispute Resolution, Consequential Damages, Corporate Protection, Insurance, Choice of Law and Interpretation, Use and Ownership of Intellectual Property.
6. Dispute resolution. Disputes arising out of this agreement shall first be submitted to mediation by a third-party mediator, agreed to by both parties, with the expense of such mediator to be shared equally by Client and Swanson Rink.
7. No certification. Swanson Rink shall not be required to certify, guarantee or warrant the existence of conditions or the adequacy of work performed by others if such cannot be ascertained with certainty by Swanson Rink.
8. Consequential damages. Client and Swanson Rink shall not be responsible to the other for any incidental, indirect or consequential damages including but not limited to claims for lost profit, loss of income or loss of business arising out of services performed by Swanson Rink.
9. Corporate Protection. Swanson Rink's services shall not subject individual employees, officers or directors to any personal liability to Client. Client agrees its sole and exclusive remedy, if any, for any claim arising out of the services of Swanson Rink herein, shall be against Swanson Rink, Inc. and not against any individual employees, officers or directors of Swanson Rink, Inc.
10. Insurance. Swanson Rink will carry workers compensation insurance at statutory minimum limits; employer's liability insurance with minimum limits of \$100,000 for bodily injury by accident or disease per employee, and \$500,000 for bodily injury by disease in the aggregate; professional liability insurance with minimum limits of \$1,000,000 per claim subject to declining balance resulting from claim expenses and other claims; general liability insurance with minimum limits of \$1,000,000 per occurrence; and automobile liability insurance with minimum limits of \$1,000,000 per occurrence (if use of motor vehicles is required for the project).
11. Choice of Law and Interpretation. Interpretation of this agreement and resolution of any disputes arising out of it will be governed by the laws of the State of Colorado.

12. Limitation of Liability: Swanson Rink's total liability to Client for any claim arising out of Swanson Rink's services on a project is limited to the amount of its available insurance.
13. Third Party Beneficiaries. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Swanson Rink.
14. Use and ownership of intellectual property. Drawings, specifications, electronic files and other documents prepared by Swanson Rink are Instruments of Service for use solely with respect to this project. Swanson Rink retains all rights of ownership thereof, whether by common law, statute or copyright. Client and others may not use such Instruments of Service for other projects or, in the event of termination, for completion of this project absent a written agreement between Client and Swanson Rink. Swanson Rink shall not be responsible for any changes to its Instruments of Service made by others.
15. Hazardous materials. Swanson Rink shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials at the project site.
16. Subconsultants. Swanson Rink shall not be required by Client to retain any subconsultant not fully acceptable to Swanson Rink.
17. Severability and Survival. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this agreement for any cause.

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Proposal for

VERTICAL TRANSPORTATION CONSULTING SERVICES

**McAllen International Airport
2500 South Bicentennial Boulevard**

Prepared for:

Mr. Eric Peterson, Principal
Alliance
Email: epeterson@alliance.us
Phone: (612) 874-4102

Issued by:

Mr. Dion Cooper
Email: dcooper@vdassoc.com
Phone: (313) 518-3219
vdassoc.com

cc: Pete Long, VDA
Kyle Reinert, VDA

January 24, 2025
2025-88790



January 24, 2025

Mr. Eric Peterson, Principal
Alliance
400 Clifton Avenue South
Minneapolis, Minnesota 55403-3299

Re: McAllen International Airport, 2500 South Bicentennial Boulevard, McAllen, TX
Vertical Transportation Consultation

Dear Mr. Peterson:

Based on our discussions, the following represents the agreement ("the Agreement") by and between vda, Inc. ("VDA"), ("Consultant") and Alliance, (the "Client").

I PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the vertical transportation systems in the referenced building, hereinafter referred to as the "Project."

II SCOPE OF WORK

- A. In accordance with the scope of services outlined in Section III below, provide vertical transportation consulting services for the design of new elevator and escalator equipment as part of the McAllen TX, Terminal and Concourse Expansion. Our proposal is based on two (2) design groups:

1. One [1] passenger elevator bank
2. One [1] escalator bank.

B. NOTES:

1. VDA defines a design group as a group of one (1) or more identical elevators/escalators that have the same design, capacity, speed, floors served etc.
2. We assume that any elevators serving a roof terrace will open into a protective vestibule to protect the elevator entrances and fixtures from inclement weather.
3. This proposal excluded modernization/design services associated with any existing vertical transportation.
4. This proposal assumes all meetings will be virtual. Travel expenses for in-person meetings (if required) will be invoiced at cost.
5. It is our understanding that vertical transportation will be part of bid package #2. This proposal assumes recurring meetings will not be required. We have included six (6) total hours of meeting time. Additional meeting time will be invoiced on a hourly time basis.

III SERVICES TO BE PERFORMED

PHASE 1 – SCHEMATIC DESIGN (Pre-Design)

- A. Study the vertical transportation needs of the building based on the latest building programming and population projections (provided by others) to assist in confirming the quantity, capacity and speed of the vertical transportation system. Datapoints provided by others are to include:
 - 1. Peak hour population data
 - 2. Material transport requirements
 - 3. Access control / security requirements
- B. Participate in up to two (2) web-based design and coordination meetings.
- C. Issue a Schematic Design narrative that summarizes the findings of our analysis and equipment application recommendations.

PHASE 2 – DESIGN DEVELOPMENT

- A. Provide engineering calculations and 11" x 17" CAD layouts for each vertical transportation unit or group of units. The layouts will include basic design data reflecting non-proprietary sizes and show:
 - 1. Pit Plans
 - 2. Hoistway plans
 - 3. Machine room layouts
 - 4. Pit, hoistway, overhead and machine room sections
 - 5. Escalator plan and section
- B. Confirm the design will work with multiple manufacturers' equipment and will be based on non-proprietary sizes.
- C. Provide preliminary mechanical, electrical and structural design information, directly related to the needs of the elevators, for your consultants. The preliminary information will cover:
 - 1. Main and auxiliary electrical power requirements of each unit
 - 2. Air conditioning and/or ventilation for each elevator
 - 3. Pit, machine room and rail load for all units

NOTE: Designing of Electrical and HVAC systems to be completed by others

- D. Participate in up to two (2) web-based design and coordination meetings
- E. Prepare outline specifications to reflect the design progress and changes

- F. Review architectural drawings for conformance with the design information provided by Consultant.

PHASE 3 – CONSTRUCTION DOCUMENTS

- A. Finalize the engineering of the vertical transportation systems and the layout drawings.
- B. If required, update the mechanical, electrical and structural design data.
- C. Prepare a detailed specification for the elevators having conventional elevator cabs and escalators. The specifications will include the performance, ride quality, noise and vibration values and specific operating requirements of all units.

NOTE: Specifications will include a cab allowance or provisions for a cab interior design written by others to be incorporated into our documents.

- D. Participate in up to two (2) web-based design and coordination meetings.
- E. Provide Full Protective Maintenance instruction in the base specification.

IV FEE

- A. Client shall provide an initial payment of \$4,860, upon approval of this contract and prior to VDA commencing any work. Please note that this fee will be deducted from the fee noted below.
- B. The fee for Phase 1 through 3 Services will be the lump sum of **\$32,400.00**, broken down as follows. Invoices will be issued as work is performed.

• Phase 1 - Schematic Design	\$10,800
• Phase 2 - Design Development	\$10,800
• Phase 3 – Construction Documents	\$10,800

*It is understood that the early elevator bid package may not coincide with the general project schedule.

Please Note: VDA will not proceed to the next phase of work until all outstanding invoices from previously completed phases are paid in full.

NOTE: Expenses, if applicable as outlined in Terms & Conditions, may be billed separately from the lump sum amount.

- C. The fee proposal has been based on all design services being completed prior to 1/1/2026.
 - 1. If the design phase of the project extends beyond the project schedule, the fee for the continued services will be adjusted using an annual escalation rate of 5.0%.

V TERMS & CONDITIONS

Terms & Conditions can be found on the VDA website at www.vdassoc.com/terms-of-sale/.

EXECUTED this day and year below written

CLIENT:

Alliance

CONSULTANT:

vda, Inc. ("VDA")



By: _____

Title: _____

Date Signed/Accepted: _____

By: _____

Dion Cooper

Title: Senior Associate

Address: 400 Clifton Avenue South
Minneapolis, Minnesota 55403-3299

Address: 1420 Washington Boulevard, Suite 301
Detroit, MI 48226

ALL SIGNATURES ARE RECOGNIZED AS ORIGINALS

EXECUTION OF THIS SIGNATURE PAGE REPRESENTS THE ACCEPTANCE OF THE ENTIRE PROPOSAL

DC/js
2025-88790



www.vdassoc.com

Phone: 973-994-9220 | Fax: 973-994-2539
120 Eagle Rock Avenue, Suite 310 | East Hanover, NJ 07936

Invoice Date: January 24, 2025
Invoice Number: 2025-88790-001

Mr. Eric Peterson
Alliance
400 Clifton Avenue South
Minneapolis, Minnesota 55403-3299

OPPORTUNITY NUMBER: 2025-88790

LOCATION: McAllen International Airport, 2500 South Bicentennial Boulevard, McAllen, TX

Service	SCOPE	Total
Initial Payment	NEW CONSTRUCTION SERVICES	\$4,860.00
TOTAL INVOICE DUE		\$4,860.00

REMIT ALL PAYMENTS TO: VDA
120 EAGLE ROCK AVENUE, SUITE 310, EAST HANOVER, NJ 07936
FOR ELECTRONIC PAYMENT INFORMATION, EMAIL ANGELA SMITH AT AR@VDASSOC.COM
Billings for time and expenses may be on a different invoice.

EXHIBIT B-1: DETAILED FEE BREAKDOWN



To: Eric Peterson, Alliance
From: Meredith McKinley, Via Partnership, LLP
Re: Terminal Expansion - McAllen International Airport (MFE) – Public Art Scope of Work
Date: January 22, 2025

Via Partnership, LLP proposes to work with Alliance and MFE to explore the opportunity for a public art commission or art display as part of the Terminal Expansion for McAllen International Airport.

We would break out the work into the following tasks:

1. Explore and Develop Art Project Ideas and Options

Goal: Explore with the design team and MFE the potential goals for an artwork at MFE, siting options, technical constraints, budget ranges and commissioning options.

Proposed Tasks:

- Meet with design team and MFE to discuss goals and options for art.
- Participate in 1-2 schematic design meetings to develop a project plan/scope for the artwork.
- Meet with design team MFE to confirm approach and preferred method of artist/ artwork selection.

Deliverable: Siting, scope and budget for artwork to be incorporated into schematic design

Estimated Hours:

- Partner: 20
- Associate: 0

2. Support the Commissioning of Artwork

Goal: Manage the artist selection, concept development, and final design of an artwork for MFE.

Proposed Tasks:

- Manage artist selection process, including but not limited to developing and issuing a call for artists, facilitating a juried review of submissions and the selection of an artist.
- Coordinating with the artist, design team and MFE through the artist's concept design phase, including but not limited to project orientation, monitoring design progress, presenting the design to stakeholders, and design approval.
- Coordinating with the artist, design team and MFE through final design development, including engineered drawings, budget, and timeline for fabrication and installation.

Estimated Hours:

- Partner: 70
- Associate: 28

Via's billing rates are as follows:

Partner: \$180/hour

Associate: \$100/hour

Fee Proposal: MFE Wayfinding Signage

Date: Jan 27th, 2025

Project: McAllen Airport, Texas

Client: Alliance Architects

Entrio Contact: Rob Daly, Principal

SCOPES & ASSUMPTIONS

MFE Terminal Expansion Tasks

Schedule A: Pre-design - all components, \$176M, 16-20

Entrio Scope

- Project Startup
- Attendance at regular meetings
- Site visit to review existing conditions (2 People , 2 Days)
- Support Alliance with concept design development as needed
- Observation report of existing wayfinding

Schedule B: Schematic Design (SD) - all components, \$176M, 26-32

Entrio Scope

- Attendance at regular meetings
- Develop schematic design concepts for Wayfinding program elements
- Passenger flow analysis
- Preliminary location plans
- Review impacts to existing wayfinding elements

Schedule C: Design Development – Bid Package 1 (DD-1) - Baggage and Ticketing, (Admin??), Gates 1-3, \$37M, 18-24

Entrio Scope

- Attendance at regular meetings
- Refine and develop approved concept into a comprehensive signage and identity system;
- Finalize design aspects of the program, including: form, materials, colours, details, typography, symbols, mounting methods, integration with architectural finishes, and placement standards;

- Coordinate any needs for electrical power for illumination and structural support requirements;
- Preliminary message schedule and location plans;
- Develop preliminary budgets for signage products; and,
- Present final design package to client.
- Site visit (2 people, 2 days)

Schedule D: Construction Documents Development – Bid Package 1 (CD-1) - Baggage and Ticketing, (Admin???), Gates 1-3, \$37M, 30-36

Entro Scope

- Attendance at regular meetings
- Prepare and compile final sign schedules;
- Prepare and compile final location plans of all sign placements;
- Refine drawings to a level suitable for Contract Documents;
- Complete product specifications, including materials, sizes, graphic standards and manufacturing methods, and compile into a package suitable for tendering and manufacturing;
- Review any updated construction cost estimates;

Schedule E: Design Development – Bid Package 2 (DD-2) -TSA Checkpoint, Center Node/Common areas, and FIS Expansion, \$44M, 21-28

Entro Scope

- Attendance at regular meetings
- Refine and develop approved concept into a comprehensive signage and identity system;
- Finalize design aspects of the program, including: form, materials, colours, details, typography, symbols, mounting methods, integration with architectural finishes, and placement standards;
- Coordinate any needs for electrical power for illumination and structural support requirements;
- Preliminary message schedule and location plans;
- Develop preliminary budgets for signage products; and,
- Present final design package to client.
- Site visit (2 people, 2 days)

Schedule F: Construction Documents Development – Bid Package 2 (CD-2) -TSA Checkpoint, Center Node/Common areas, and FIS Expansion, \$44M, 35-42

Entro Scope

- Attendance at regular meetings
- Prepare and compile final sign schedules;
- Prepare and compile final location plans of all sign placements;
- Refine drawings to a level suitable for Contract Documents;
- Complete product specifications, including materials, sizes, graphic standards and manufacturing methods, and compile into a package suitable for tendering and manufacturing;
- Review any updated construction cost estimates;

Schedule G: Design Development – Bid Package 3 (DD-3) – Concourse Expansion, Ex. Conc. Reno. \$88M, 32-42

Entro Scope

- Attendance at regular meetings
- Refine and develop approved concept into a comprehensive signage and identity system;
- Finalize design aspects of the program, including: form, materials, colours, details, typography, symbols, mounting methods, integration with architectural finishes, and placement standards;
- Coordinate any needs for electrical power for illumination and structural support requirements;
- Preliminary message schedule and location plans;
- Develop preliminary budgets for signage products; and,
- Present final design package to client.
- Site visit (2 people, 2 days)

Schedule H: Construction Documents Development – Bid Package 3 (CD-3) – Concourse Expansion, Ex. Conc. Reno. \$88M, 50-60

Entro Scope

- Attendance at regular meetings
- Prepare and compile final sign schedules;
- Prepare and compile final location plans of all sign placements;
- Refine drawings to a level suitable for Contract Documents;
- Complete product specifications, including materials, sizes, graphic standards and manufacturing methods, and compile into a package suitable for tendering and manufacturing;
- Review any updated construction cost estimates;

Assumptions:

- Assume design will work with existing signage program
- Assume any civil, and airside signage is by others.
- Assuming branding graphics are not within this scope and may be explored as a later scope item.
- Entro will coordinate with one point of contact and provide deliverables for review with stakeholders
- Work will be provided as PDF submissions due to the graphic nature of the work packages

Exclusions:

- Branding (brand strategy and/or identity design)
- Naming/nomenclature strategies/standards
- Translations
- Custom iconography (pictograms, maps, illustrations, symbols etc.)
- Digital wayfinding content development (if applicable)
- Copy content development (elaborate verbiage beyond directional information)
- Permit or variance applications
- Costs for any royalties, images rights or costs related to the acquisition of imagery/photos/illustration/etc.

McAllen International Airport Terminal Expansion and Renovation
Design Fee Detailed Summary
17-Feb-25

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	Terminal Design Summary (Schedule A - F)	I-Apron Design 36 weeks
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000		\$ 15,700,000
Design Element	Firm Name							
Proj Mgmt, Airside Civil, Lighting, Structural	SEH	\$ 392,700.00	\$ 321,900.00	\$ 703,600.00	\$ 556,900.00	\$ 877,000.00	\$ 649,100.00	\$ 3,501,200.00
Supporting Structural	Chanin	\$ 16,807.00	\$ 13,235.00	\$ 16,750.00	\$ -	\$ 8,375.00	\$ -	\$ 55,167.00
Landside & Airside Civil	PCE	\$ 15,500.00	\$ 14,200.00	\$ 19,600.00	\$ 14,100.00	\$ 14,400.00	\$ 10,700.00	\$ 88,500.00
PBB Design	Aero Systems	\$ 62,318.00	\$ -	\$ -	\$ -	\$ 92,215.00	\$ 76,364.00	\$ 230,897.00
Cost Estimation	Vistara	\$ -	\$ 78,761.00	\$ -	\$ -	\$ -	\$ -	\$ 78,761.00
Geotechnical	MEG Engineers	\$ 160,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000.00
MEP, ICT, Survey	Half	\$ 179,854.00	\$ 192,775.00	\$ 315,066.00	\$ 764,793.00	\$ 352,510.00	\$ 803,945.00	\$ 2,608,943.00
Architecture	Alliance	\$ 354,820.00	\$ 1,176,830.00	\$ 442,660.00	\$ 701,775.00	\$ 552,670.00	\$ 972,430.00	\$ 4,201,185.00
Supporting Architecture	The Warren Group	\$ 103,164.00	\$ 407,279.00	\$ 285,933.00	\$ 748,622.00	\$ 251,678.00	\$ 572,857.00	\$ 2,369,533.00
Baggage	Swanson Rink	\$ 84,405.00	\$ 144,840.00	\$ 99,865.00	\$ 116,975.00	\$ -	\$ -	\$ 446,085.00
Vertical Circulation	VDA	\$ 5,054.00	\$ 6,178.00	\$ 11,232.00	\$ 11,232.00	\$ -	\$ -	\$ 33,696.00
Accessibility	Open Doors	\$ 5,096.00	\$ 4,680.00	\$ 8,320.00	\$ 3,640.00	\$ 4,368.00	\$ 4,200.00	\$ 30,304.00
Art	Via Partnership	\$ -	\$ 3,744.00	\$ 16,016.00	\$ -	\$ -	\$ -	\$ 19,760.00
Wayfinding	Entro	\$ 36,210.00	\$ 40,188.00	\$ 74,200.00	\$ 74,052.00	\$ 37,500.00	\$ 36,210.00	\$ 298,360.00
Total Design Fee		\$ 1,415,928.00	\$ 2,404,610.00	\$ 1,993,242.00	\$ 2,992,089.00	\$ 2,190,716.00	\$ 3,125,806.00	\$ 14,122,391.00

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by Schedule

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000
Total Design Fee	\$ 1,415,928.00	\$ 2,404,610.00	\$ 1,993,242.00	\$ 2,992,089.00	\$ 2,190,716.00	\$ 3,125,806.00	\$ 1,258,073.00

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by DBE Status

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks	Total Design
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000	\$ 15,380,464
Total Non-DBE Design Fee	\$ 1,120,457.00	\$ 1,891,135.00	\$ 1,670,959.00	\$ 2,229,367.00	\$ 1,916,263.00	\$ 2,542,249.00	\$ 1,013,824.00	\$ 12,384,254.00
Total DBE Design Fee	\$ 295,471.00	\$ 513,475.00	\$ 322,283.00	\$ 762,722.00	\$ 274,453.00	\$ 583,557.00	\$ 244,249.00	\$ 2,996,210.00
DBE Participation Percentage	21%	21%	16%	25%	13%	19%	19%	19%

McAllen International Airport Terminal Expansion and Renovation
Design Fee Summary by Local Status

Schedule Approximate Duration	A - PreDesign 16 weeks	B - Schematic 20 weeks	C- DD1 20 weeks	D-CD1 36 weeks	E-DD2 20 weeks	F-CD2 36 weeks	I-Apron Design 36 weeks	Total Design
Approximate Construction Cost	\$ 176,000,000	\$ 176,000,000	\$ 72,300,000	\$ 72,300,000	\$ 88,000,000	\$ 88,000,000	\$ 15,700,000	\$ 15,380,464
Total Non-Local Design Fee	\$ 940,603.00	\$ 1,777,121.00	\$ 1,355,893.00	\$ 1,464,574.00	\$ 1,563,753.00	\$ 1,738,304.00	\$ 997,100.00	\$ 9,837,348.00
Total Local Design Fee	\$ 475,325.00	\$ 627,489.00	\$ 637,349.00	\$ 1,527,515.00	\$ 626,963.00	\$ 1,387,502.00	\$ 260,973.00	\$ 5,543,116.00
Local Firm Participation Percentage	34%	26%	32%	51%	29%	44%	21%	36%



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.D.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Tampico, Tamaulipas, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, MCALLEN CITY MANAGER

FROM : JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
TAMPICO, TAMAULIPAS, MEXICO, VIA INTER-
LOCAL AGREEMENT

The City of McAllen and the City of Tampico, Tamaulipas, Mexico have international social, economic, and governmental ties. The McAllen City Commission and Public Utilities Board approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of Tampico, Tamaulipas, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of Tampico, Tamaulipas, Mexico is:

- 1 – 2010 Ford F250 RC**
- 1 – 2009 Ford F150 RC LB 2WD**

Attached is the Inter-Local Agreement.

Staff recommends approval.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF TAMPICO, TAMAULIPAS, MEXICO, THE CITY OF
McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ____ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "**MPU**" and the **CITY OF TAMPICO, TAMAULIPAS, MEXICO**, hereinafter referred to as "Tampico", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Tampico, Tamaulipas, Mexico ("Tampico") have international social, economic and governmental ties;

WHEREAS, McAllen, MPU and Tampico desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, the MPU has surplus equipment that is no longer useful to the MPU and Tampico has a need for such surplus equipment which can be utilized by Tampico to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Tampico hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Tampico the designated surplus equipment (the "Equipment") described as follows:

Make:	Ford
Model:	F250 RC
Year:	2010
VIN#:	1FTNF2A52AEB09400
UNIT#:	PU2509

Make:	Ford
Model:	F150 RC LB 2WD
Year:	2009
VIN #:	1FTRF12W59KC22273
UNIT #:	PU2001

The Equipment is delivered to Tampico and Tampico agrees to accept the Equipment in an “AS-IS” condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Tampico understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. Tampico agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to Tampico;
 - b. The Equipment will remain within the Tampico city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this Interlocal Agreement, then Tampico agrees to return the Equipment to the MPU upon its request. If the Equipment is no longer being used or suitable for use by Tampico, then Tampico agrees to notify MPU of the Equipment’s non-use or non-suitability and further agrees to return the Equipment to MPU.
5. Tampico shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to MPU. Tampico shall not be responsible to MPU for any ordinary wear and tear caused to the Equipment.
6. Tampico agrees to indemnify, defend and hold harmless MPU and the City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to MPU or is otherwise disposed of as salvage material.

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF TAMPICO, TAMAULIPAS, MEXICO

Monica Villarreal Anaya
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.E.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal agreement for the donation of surplus vehicles to the City of Paras, Nuevo Leon, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, MCALLEN CITY MANAGER

FROM: JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
PARAS, NUEVO LEON, MEXICO, VIA INTER-LOCAL
AGREEMENT

The City of McAllen and the City of Paras, Nuevo Leon, Mexico have international social, economic, and governmental ties. The McAllen City Commission and Public Utilities Board approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of Paras, Nuevo Leon, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of Paras, Nuevo Leon, Mexico is:

- 1 – 2006 Chevrolet 2500 HD**
- 1 – 2013 Ford F150 RC**

Attached is the Inter-Local Agreement.

Staff recommends approval.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PARAS, NUEVO LEON, MEXICO, THE CITY OF
MCALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ____ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "**MPU**" and the **CITY OF PARAS, NUEVO LEON, MEXICO**, hereinafter referred to as "Paras", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Paras, Nuevo Leon, Mexico ("Paras") have international social, economic and governmental ties;

WHEREAS, McAllen, MPU and Paras desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, the MPU has surplus equipment that is no longer useful to the MPU and Paras has a need for such surplus equipment which can be utilized by Paras to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Paras hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Paras the designated surplus equipment (the "Equipment") described as follows:

Make:	Chevrolet
Model:	2500 HD RC LB 2WD
Year:	2006
VIN#:	1GCHC24U96E258838
UNIT#:	PU0259

Make:	Ford
Model:	F150 RC SB 2WD
Year:	2013
VIN #:	1FTMF1CM2DFC81581
UNIT #:	PU2012

The Equipment is delivered to Paras and Paras agrees to accept the Equipment in an “AS-IS” condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Paras understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. Paras agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to Paras;
 - b. The Equipment will remain within the Paras city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this Interlocal Agreement, then Paras agrees to return the Equipment to the MPU upon its request. If the Equipment is no longer being used or suitable for use by Paras, then Paras agrees to notify MPU of the Equipment’s non-use or non-suitability and further agrees to return the Equipment to MPU.
5. Paras shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to MPU. Paras shall not be responsible to MPU for any ordinary wear and tear caused to the Equipment.
6. Paras agrees to indemnify, defend and hold harmless MPU and the City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to MPU or is otherwise disposed of as salvage material.

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF PARAS, NUEVO LEON, MEXICO

Ana Iza Oliveira Trevino
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.F.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Diaz Ordaz, Tamaulipas, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approved. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, McALLEN CITY MANAGER

FROM: JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
DIAZ ORDAZ, TAMAULIPAS, MEXICO, VIA INTER-
LOCAL AGREEMENT

The City of McAllen and the City of Diaz Ordaz, Tamaulipas, Mexico have international social, economic, and governmental ties. The McAllen City Commission and Public Utilities Board approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of Diaz Ordaz, Tamaulipas, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of Diaz Ordaz, Tamaulipas, Mexico is:

- 1 – 2012 Ford F150 RC**
- 1 – 2014 Ford F150 RC**

Attached is the Inter-Local Agreement.

Staff recommends approval.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO, THE CITY
OF McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ____ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "MPU" and the **CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO**, hereinafter referred to as "Diaz Ordaz", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of Diaz Ordaz, Tamaulipas, Mexico ("Diaz Ordaz") have international social, economic and governmental ties;

WHEREAS, McAllen, MPU and Diaz Ordaz desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, the MPU has surplus equipment that is no longer useful to the MPU and Diaz Ordaz has a need for such surplus equipment which can be utilized by Diaz Ordaz to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Diaz Ordaz hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Diaz Ordaz the designated surplus equipment (the "Equipment") described as follows:

Make:	Ford
Model:	F150 RC SB 2WD
Year:	2012
VIN#:	1FTNF1CF1CKE37864
UNIT#:	PU1511

Make:	Ford
Model:	F150 RC SB 2WD
Year:	2014
VIN #:	1FTMF1CM2EKF28445
UNIT #:	PU2015

The Equipment is delivered to Diaz Ordaz and Diaz Ordaz agrees to accept the Equipment in an “AS-IS” condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Diaz Ordaz understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. Diaz Ordaz agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to Diaz Ordaz;
 - b. The Equipment will remain within the Diaz Ordaz city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this Interlocal Agreement, then Diaz Ordaz agrees to return the Equipment to the MPU upon its request. If the Equipment is no longer being used or suitable for use by Diaz Ordaz, then Diaz Ordaz agrees to notify MPU of the Equipment’s non-use or non-suitability and further agrees to return the Equipment to MPU.
5. Diaz Ordaz shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to MPU. Diaz Ordaz shall not be responsible to MPU for any ordinary wear and tear caused to the Equipment.
6. Diaz Ordaz agrees to indemnify, defend and hold harmless MPU and the City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to MPU or is otherwise disposed of as salvage material.

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF DIAZ ORDAZ, TAMAULIPAS, MEXICO

Nataly Garcia Diaz
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.G.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Reynosa, Tamaulipas, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, , MCALLEN CITY MANAGER

FROM: JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
REYNOSA, TAMAULIPAS, MEXICO, VIA INTER-
LOCAL AGREEMENT

The City of McAllen and the City of Reynosa, Tamaulipas, Mexico have international social, economic, and governmental ties. The McAllen City Commission approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of Reynosa, Tamaulipas, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of Reynosa, Tamaulipas, Mexico is:

- 1 – 2013 Mack Front Loader**
- 1 – 2010 Freightliner Brush Truck**

Attached is the Inter-Local Agreement.

Staff recommends approval.

INTERLOCAL GOVERNMENTAL AGREEMENT

City of McAllen and City of Reynosa, Tamaulipas, Mexico

WHEREAS, the City of McAllen, State of Texas, United States of America (“McAllen”) and the City of Reynosa, Tamaulipas, Mexico (“Reynosa”) have international social, economic and governmental ties;

WHEREAS, McAllen and Reynosa desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, McAllen has surplus equipment that is no longer useful to McAllen and Reynosa has a need for such surplus equipment which can be utilized by Reynosa to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, McAllen and Reynosa hereby agree as follows:

1. McAllen declares and designates as surplus equipment and agrees to deliver to Reynosa the designated surplus equipment (the “Equipment”) described as follows:

Make: Mack
Model : MRU McNeilus Front Loader
Year: 2013
VIN #: 1M2AV04C1DM009732
Mileage: 171637
Lic. Plate #: 112-1196

Make: Freightliner
Model: Open Top Brush Truck
Year: 2010
VIN: 1FVHC5CV5ADAP4871

The Equipment is delivered to Reynosa and Reynosa agrees to accept the Equipment in an “AS-IS” condition. City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Reynosa understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.

3. Reynosa agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to the City of Reynosa;
 - b. The Equipment will remain within the City of Reynosa city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this MOU, then Reynosa agrees to return the Equipment to the City of McAllen upon its request. If the Equipment is no longer being used or suitable for use by the City of Reynosa, then Reynosa agrees to notify City of McAllen of the Equipment's non-use or non-suitability and further agrees to return the Equipment to City of McAllen.
5. Reynosa shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to City of McAllen. Reynosa shall not be responsible to City of McAllen for any ordinary wear and tear caused to the Equipment.
6. Reynosa agrees to indemnify, defend and hold harmless City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to City of McAllen or is otherwise disposed of as salvage material.

SIGNED on this ____ day of May 2025.

CITY OF McALLEN

Isaac J. Tawil
City Manager

CITY OF REYNOSA, TAMAULIPAS, MEXICO

By: _____
Carlos Pena, Mayor

Approved as to form:

Evaristo Garcia, Jr.
Assistant City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.H.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal Agreement for the donation of surplus vehicles to the City of Victoria, Tamaulipas, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approved. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, McALLEN CITY MANAGER

FROM: JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
CIUDAD VICTORIA, TAMAULIPAS, MEXICO, VIA
INTER-LOCAL AGREEMENT

The City of McAllen and the City of Ciudad Victoria, Tamaulipas, Mexico have international social, economic, and governmental ties. The McAllen City Commission and Public Utilities Board approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of Ciudad Victoria, Tamaulipas, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of Ciudad Victoria, Tamaulipas, Mexico is:

- 1 – 2011 FORD F-250 TRUCK**
- 1 – 2012 Freightliner Flush/Vacuum Truck**

Attached is the Inter-Local Agreement.

Staff recommends approval.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO, THE
CITY OF MCALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ____ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "**MPU**" and the **CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO**, hereinafter referred to as "Victoria", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the Ciudad Victoria, Tamaulipas, Mexico ("Victoria") have international social, economic and governmental ties;

WHEREAS, McAllen, MPU and Victoria desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, the MPU has surplus equipment that is no longer useful to the MPU and Victoria has a need for such surplus equipment which can be utilized by Victoria to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and Victoria hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to Victoria the designated surplus equipment (the "Equipment") described as follows:

Make:	Ford
Model:	F-250 EC SB 2WD
Year:	2011
VIN#:	1FT7X2AT3CEA07675
UNIT#:	PU2510

Make:	Freightliner
Model:	Flush/Vacuum Truck
Year:	2012
VIN #:	1FVAG3DV8CHBJ4817
UNIT #:	PU8000

The Equipment is delivered to Victoria and Victoria agrees to accept the Equipment in an “AS-IS” condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. Victoria understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. Victoria agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to Victoria;
 - b. The Equipment will remain within the Victoria city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this Interlocal Agreement, then Victoria agrees to return the Equipment to the MPU upon its request. If the Equipment is no longer being used or suitable for use by Victoria, then Victoria agrees to notify MPU of the Equipment’s non-use or non-suitability and further agrees to return the Equipment to MPU.
5. Victoria shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to MPU. Victoria shall not be responsible to MPU for any ordinary wear and tear caused to the Equipment.
6. Victoria agrees to indemnify, defend and hold harmless MPU and the City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to MPU or is otherwise disposed of as salvage material.

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF CIUDAD VICTORIA, TAMAULIPAS, MEXICO

Eduardo Abraham Gattás Báez
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.I.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to enter into an Interlocal agreement for the donation of surplus vehicles to the City of China, Nuevo Leon, Mexico.

2. Party Making Request: Juan Olaguibel

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Juan Olaguibel

Created/Initiated - 5/6/2025

Juan Olaguibel

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Austin Stevenson

Final Approval - 5/6/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approved. IJT

MEMO

TO: MAYOR JAVIER VILLALOBOS, CITY COMMISSION
AND ISAAC J. TAWIL, MCALLEN CITY MANAGER

FROM: JUAN OLAGUIBEL, ASST. CITY MANAGER

DATE: MAY 6, 2025

RE: DONATION OF VEHICLE SURPLUS TO THE CITY OF
CHINA, NUEVO LEON, MEXICO, VIA INTER-LOCAL
AGREEMENT

The City of McAllen and the City of China, Nuevo Leon, Mexico have international social, economic, and governmental ties. The McAllen City Commission and Public Utilities Board approved surplus equipment that is no longer useful to the City of McAllen. Equipment that may be utilized by the City of China, Nuevo Leon, Mexico to provide added services to its citizens.

The surplus equipment requesting to be donated to the City of China, Nuevo Leon, Mexico is:

1 – 2008 FORD F-250 TRUCK

Attached is the Inter-Local Agreement.

Staff recommends approval.

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHINA, NUEVO LEON, MEXICO, THE CITY OF
McALLEN AND THE McALLEN PUBLIC UTILITY**

THIS Agreement is made on this the ____ day of May 2025, by and between the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen" **THROUGH THE MCALLEN PUBLIC UTILITY BOARD**, hereinafter referred to as "**MPU**" and the **CITY OF CHINA, NUEVO LEON, MEXICO**, hereinafter referred to as "China", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, MPU is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

WHEREAS, the City of McAllen, State of Texas, United States of America ("McAllen") and the City of China, Nuevo Leon, Mexico ("China") have international social, economic and governmental ties;

WHEREAS, McAllen, MPU and China desire to enter into an agreement providing for the exchange of governmental surplus equipment relating to governmental services and other interlocal governmental functions;

WHEREAS, the MPU has surplus equipment that is no longer useful to the MPU and China has a need for such surplus equipment which can be utilized by China to provide its citizens with governmental services; and

WHEREAS, the City of McAllen, as a Home Rule City, under the laws of the State of Texas has the power under its charter to enter into this agreement for and in the consideration recited below.

NOW, THEREFORE, in consideration of the following, MPU and China hereby agree as follows:

1. MPU declares and designates as surplus equipment and agrees to deliver to China the designated surplus equipment (the "Equipment") described as follows:

Make:	Ford
Model:	F250 RC
Year:	2008
VIN#:	1FTNF20528EB86005
UNIT#:	PU2501

The Equipment is delivered to China and China agrees to accept the Equipment in an "AS-IS" condition. MPU and the City of McAllen makes no representations (express or implied, oral, or written) and disclaims all warranties of merchantability and fitness for any particular purpose and all warranties arising from course of performance, course of dealing or usage in trade.

2. China understands and agrees that the Equipment shall be for the exclusive use of its intended purpose for governmental services.
3. China agrees that the use of the Equipment shall be in accordance with the following conditions:
 - a. The Equipment shall be solely used to provide services arising from the intended purpose of the Equipment being provided to China;
 - b. The Equipment will remain within the China city limits; and,
 - c. The Equipment may not be used for any non-intended purpose of the Equipment, such as, but not limited to, performing personal errands, allowing anyone to take the Equipment to their homes after their work shifts or allowing non-governmental persons to use the Equipment.
4. If the Equipment is not be used in accordance with this Interlocal Agreement, then China agrees to return the Equipment to the MPU upon its request. If the Equipment is no longer being used or suitable for use by China, then China agrees to notify MPU of the Equipment's non-use or non-suitability and further agrees to return the Equipment to MPU.
5. China shall be solely responsible for the operation, use, and maintenance of the Equipment while it is in the possession of the Equipment until returned to MPU. China shall not be responsible to MPU for any ordinary wear and tear caused to the Equipment.
6. China agrees to indemnify, defend and hold harmless MPU and the City of McAllen for any claim by any third party in any manner relating to the use of the Equipment.
7. This Agreement shall be effective on upon the signatures of all parties and will remain in effect until the Equipment is returned to MPU or is otherwise disposed of as salvage material.

[The remainder of this page was intentionally left blank.]

SIGNED on this ____ day of May 2025.

McALLEN PUBLIC UTILITY

CITY OF McALLEN

Marco A. Vega, P.E.
General Manager

Isaac J. Tawil
City Manager

CITY OF CHINA, NUEVO LEON, MEXICO

Alejo Rodriguez Cantu
Presidente Municipal

Approved as to form:

Austin Stevenson
City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.J.

DATE SUBMITTED

04/25/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of a Lease Agreement for 'SmoovBlendz Barbershop' at the Downtown Parking Garage at Parking Garage Food Court (Project No. 05-25-S60-01).
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request: To increase revenue for the Downtown Services through leasing out available space(s).
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Angela Cano	Created/Initiated - 4/25/2025
Mario Delgado	Approved - 4/29/2025
Juan Olaguibel	New -
Austin Stevenson	
8. Staff Recommendation: The Transit Department staff recommends approval of the lease agreement with **SmoovBlendz Barbershop LLC**.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

MEMO

TO: Isaac J. Tawil, City Manager

FROM: Mario Delgado, Transit Director *MD*

DATE: 04/04/2025

SUBJECT: Approve a lease agreement for 'SmoovBlendz Barbershop' at the Downtown Parking Garage at Parking Garage Food Court

- **Goal** – To increase revenue for the Downtown Services through leasing out available space(s).
- **Explanation** – Over the course of the last month, staff has worked with Torriont Farmer Managing Member of SmoovBlendz Barbershop LLC, to negotiate a Lease Agreement for 1169 ft² in the food court. SmoovBlendz Barbershop LLC is a reputable food business and has maintained business in McAllen, TX performing barbershop services since 2019.

SmoovBlendz Barbershop LLC will work on the finish out of their lease space and have in turn requested that rent be waived in year one and that rent be increased gradually each subsequent year (see attached Outline of Lease Terms). **SmoovBlendz Barbershop LLC** goal is to be operational by August 2025.

- **Options**
 - **Option 1** – Approve the Lease Agreement
 - **Option 2** – Disapprove the Lease Agreement
- **Recommendation** – The Transit Department staff recommends approval of the lease agreement with **SmoovBlendz Barbershop LLC**.

**LEASE AGREEMENT BETWEEN THE
CITY OF McALLEN, TEXAS AND
SMOOVBLENDZ BARBERSHOP LLC**

This Lease Agreement (“Lease” or “Agreement”) is entered into on this the 1ST day of AUGUST, 2025 by and between the City of McAllen, a home-rule municipality of the State of Texas (“LANDLORD”), and SMOOVBLENDZ BARBERSHOP LLC, a Texas limited liability company (“TENANT”), for premises in the Food Court located within the McAllen Downtown Parking Garage (“Parking Garage” or “Building”) located at 221 S. 15th St, McAllen, TX 78501, shown in Exhibit A attached hereto and made a part hereof for all purposes.

**ARTICLE 1
THE PREMISES**

SECTION 1 Premises

- (a) LANDLORD hereby demises and leases to TENANT. and TENANT hereby hires and leases from LANDLORD, for the term and upon the terms, conditions, covenants and agreements herein provided, Suite A-2 located on the first (1st) floor of the Parking Garage, which space consists of approximately 1169 square feet of rentable area as determined by agreement of the parties (such space being hereinafter referred to as the “Premises”). The Premises on **Exhibit B**.
- (b) The lease of the Premises includes the right, together with other tenants of the Food Court located in the Parking Garage, and their employees and business invitees, to use the common public areas of the Food Court for their intended use and subject to the other provisions of this Lease but includes no other rights not specifically set forth herein.

**ARTICLE 2
LEASE TERM**

SECTION 2.1 Term

- (a) The initial term of this Lease (“Initial Lease Term”) shall commence on the Lease Commencement Date (as hereinafter defined) as determined pursuant to Section 2.2 hereof and, unless sooner terminated pursuant to the provisions of this Lease, shall end at 11:59 p.m., local time, on July 31, 2030.
- (b) As used herein, the “First Lease Year” shall mean the period commencing on the Lease Commencement Date and continuing through to July 31, 2026. Each subsequent Lease Year shall occur from August 1st and last for twelve (12) full calendar months thereafter through July 31st. Each successive twelve (12) month period thereafter during the Initial Term shall constitute a subsequent “Lease Year,” and the last Lease Year shall end on July 31, 2030.
- (c) If LANDLORD is unable to give possession of the Premises to TENANT because a certificate of occupancy or its equivalent has not been issued, or because of the holding over or non-vacating of any other tenant or occupant of the Premises, or because repairs to or improvements of the

Premises are not completed, or for any other reason, then, except as may be expressly stated elsewhere in this Lease, LANDLORD shall not be subject to any liability for the failure to give possession and no such failure to give possession shall in any respect affect the validity of this Lease or the obligations of TENANT hereunder, nor shall the same extend the Lease Term.

SECTION 2.2 Lease Commencement Date

- (a) The Lease Commencement Date shall be August 1, 2025 or the date on which TENANT commences beneficial use of the Premises, whichever date occurs first (“Lease Commencement Date”). TENANT shall be deemed to have commenced beneficial use of the Premises when TENANT begins to move furniture and furnishings into the Premises and the commencement of such beneficial use shall be deemed to be an acceptance of the nature and sufficiency of the entire Premises.
- (b) It is presently anticipated that the Premises will be made available on or about April 29, 2025 to TENANT for a Pre-Construction Coordination Conference with the LANDLORD and the LANDLORD’s General Contractor for the Improvements, whereby the TENANT may coordinate its build out schedule. Upon written approval from LANDLORD, TENANT may commence build out of the Premises prior to the anticipated Pre-Construction Coordination Conference.

SECTION 2.3 Extension Option

- (a) Provided that at the time it is exercised the TENANT is not in default under the terms of this Lease, TENANT may exercise the right and option to extend the Initial Term for a Renewal Term of Five (5) Years by giving written notice thereof to LANDLORD as provided in this Agreement at least Six (6) Months and no earlier than Twelve (12) Months prior to the expiration of the Initial Term, which Renewal Term may itself be extended at TENANT’s option for a Second Renewal Term of Five (5) Years under the same conditions as for the Renewal Term, provided further that at the expiration of the Term being extended TENANT is in occupancy of the entire Premises and not at that time in default. Upon Landlord’s receipt of such notice, this Lease shall automatically be extended for a Five (5) Year period and no instrument of extension need be executed.

In the event that TENANT fails to give such notice to LANDLORD as herein provided, this Lease shall automatically terminate at the end of the relevant Term, and TENANT shall have no further right or option to extend this Lease.

- (b) Any extended Term shall be upon the same covenants, agreements, provisions, terms and conditions as the preceding Term, except that TENANT shall have no further options to renew or extend the Initial Lease Term beyond the additional Two (2) Five (5) Year Terms referred to in this Section, and the LANDLORD shall have the option to revise the rents, fees and other charges.

ARTICLE 3 RENT

SECTION 3.1 Fixed Rent

- (a) TENANT shall pay to LANDLORD, for all leased areas as defined in **Exhibit C** attached hereto and made a part hereof, as “Fixed Annual Rent” for the Premises, without notice, set-off, counterclaim, deduction or demand as follows:

First Lease Year: Rent Waived;

Lease Year Two (2): SEVEN THOUSAND, EIGHT HUNDRED NINETY AND 75/100 DOLLARS (\$7,890.75).

Lease Year Three (3): FIFTEEN THOUSAND, SEVEN HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$15,781.50);

Lease Year Four (4): TWENTY THREE THOUSAND, SIX HUNDRED SEVENTY-TWO AND 25/100 DOLLARS (\$23,672.25);

Lease Year Five (5): THIRTY ONE THOUSAND, FIVE HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$31,563.00).

- (b) Fixed Annual Rent shall be payable in twelve (12) equal monthly installments beginning on the Lease Commencement Date and thereafter monthly, in advance, on the first day of each month (“Due Date”) during the Lease Term (each such monthly installment being referred to herein as “Fixed Monthly Rent”). Concurrently with the signing of this Lease, TENANT shall pay to LANDLORD a sum equal to one (1) month’s Fixed Monthly Rent, which sum shall be credited by LANDLORD against the Fixed Monthly Rent due for the first (1st) full calendar month of the Lease Term for which Fixed Annual Rent is payable.
- (c) All remittances for rents, fees, and charges shall be made payable to the “City of McAllen” and remitted to the office of the Transit Director or his/her designee, McAllen Downtown Parking Garage, 221 South 15th Street, McAllen, Texas 78501.

Section 3.2 Security Deposit

- (a) Simultaneously with the execution of this Lease, TENANT shall deposit with LANDLORD the sum of **ONE THOUSAND, THREE HUNDRED FIFTEEN AND 13/100 DOLLARS (\$1,315.13)** representing Two (2) Months’ of the Fixed Annual Rent in Lease Year Two (2), as a security deposit. LANDLORD shall not be required to maintain the Security Deposit in a separate account. The Security Deposit shall be security for the performance by TENANT of all of TENANT’S obligations, covenants, conditions and agreements under this Lease.
- (b) In the event of any default by TENANT hereunder during the Lease Term, LANDLORD shall have the right to use, apply or retain all or any portion of the Security Deposit for (a) the payment of any rent, fees, charges or costs as to which TENANT is in default, or (b) the payment of any amount which TENANT may be obligated to pay to repair physical damage to the Premises or the Building pursuant to this Lease, or (c) the payment of any amount which TENANT may be obligated to pay for the compensation to LANDLORD for any losses incurred by reason of TENANT’S default, including, but not limited to, any damage or deficiency arising in connection

with the reletting of the Premises. If any portion of the Security Deposit is so used or applied, then within three (3) business days after written notice to TENANT of such use or application, TENANT shall deposit with LANDLORD cash in an amount sufficient to restore the Security Deposit to its original amount, and TENANT'S failure to do so shall constitute a default under this Lease. The Security Deposit is not a measure of damages, and Landlord's use of the Security Deposit is not a measure of waiver of its other rights and remedies. Provided TENANT is not in default hereunder, LANDLORD shall return the Security Deposit to Tenant, less such portion thereof as LANDLORD shall have applied or be entitled to apply to satisfy any default by TENANT hereunder, within forty five (45) days following the later to occur of the expiration of the Lease Term or the vacating and surrendering of the Premises by TENANT to LANDLORD.

SECTION 3.3 Late Payment

If TENANT fails to make any payment of rent on or before the tenth (10th) day following the established Due Date, TENANT shall pay to LANDLORD a Late Charge of Five Percent (5%) of the amount of such payment. Such Late Charges shall constitute additional rent due hereunder, shall be payable no later than by the next regularly scheduled monthly installment due, without any demand therefore by LANDLORD, and shall be in addition to all other rights and remedies provided to LANDLORD in this Lease or under law.

ARTICLE 4 USE

SECTION 4.1 Permitted Use

TENANT shall exclusively use and occupy the Premises solely for barbershop and ancillary services. TENANT shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to LANDLORD or other tenants of the Building. TENANT hereby covenants to continuously operate in the Premises and to do so in a manner befitting a first-class, restaurant and/or operation. Without limiting the foregoing, TENANT agrees to keep the Premises open for business between the hours of 8:00 a.m. and 10:30 p.m., Monday to Sunday, or such other hours as LANDLORD may designate or agree to from time to time. The Premises shall be well-stocked and fixtured and with an appropriate number and quality of personnel to maximize sales. All counters and display racks and equipment and furniture necessary to provide suitable service shall be professionally designed and installed. All equipment used shall be high quality, safe, fire-resistant (if reasonably possible), and attractive in appearance. The backs of TENANT's fixtures and racks shall not be visible from the exterior of the Premises.

TENANT shall be subject to and agrees to fully cooperate and participate in the purchase and sale of all beverage products during the performance of this Agreement in accordance with any applicable current or future exclusive beverage sales agreement (pouring rights) that the City maintains with any third party or as designated by the City.

SECTION 4.2 Compliance with Laws

- (a) TENANT shall comply with all applicable present and future laws, statutes, ordinances (including zoning ordinances and land use requirements), codes, rules, regulations, and orders of the United States of America and any other public or quasi-public authority having jurisdiction over the Premises concerning the use, occupancy, facilities in and condition of the Premises and all machinery, equipment, facilities, entrances thereto, exits there from and furnishings therein (including, without limitation, any requirements for structural changes). It is expressly understood that TENANT, at TENANT's cost and expense, will obtain an occupancy permit for the Premises prior to commencing operations. If any future law, statute, ordinance, code, rule, regulation, or order requires any other occupancy permit or other permit for the Premises or TENANT's operations, TENANT will obtain such permit at TENANT's sole expense. TENANT shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of TENANT to comply with the covenants of this Section.
- (b) TENANT shall be responsible at its own cost for complying with the provisions of the Americans with Disabilities Act or any similar Federal or State, county, municipal or other governing jurisdiction's statute, law, ordinance or code, as they may be amended from time to time, and the rules and regulations which may be adopted thereunder from time to time, as the same may be applicable to the Premises. LANDLORD's approval of any Alteration or other act by TENANT shall not be deemed to be a representation by LANDLORD that said Alteration or act complies with applicable law, and TENANT shall remain solely responsible for said compliance.

SECTION 4.3 Signage

TENANT shall have the right to install, operate and maintain interior signs on the leased space for the purposes of identifying their operation. The number, size location, general type, and design of said signs and the method of installation shall be subject to the prior written approval of the LANDLORD, and shall in all respects comply with all applicable sign ordinances and regulations.

ARTICLE 5 PARKING

TENANT shall have the option to participate in the downtown employee decal parking program. The LANDLORD does not guarantee any parking for tenants and/or tenants' customers and bears no responsibility or liability with respect thereto. The LANDLORD shall make available to TENANT available customer parking validation programs. Customer parking validation programs are subject to written notification by LANDLORD.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

SECTION 6.1 Landlord's Consent Required

- (a) TENANT shall not assign this Agreement or sublet the Premises, either in whole or in part, except following a resolution adopted by the McAllen Board of Commissioners approving such assignment or sublease. No request for, or consent to, such assignment or sublease shall be considered unless

TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. LANDLORD's consent to any such assignment shall not unreasonably be withheld. TENANT may assign all or part of this Agreement without the CITY's consent only if to (1) any party affiliated with COMPANY by reason of controlling, being controlled by or being under common control with the partners or ultimate beneficial owners of COMPANY or (2) any third-party as long as COMPANY, retains more than a 50% ownership interest. However, such an assignment or sublease shall not be effective unless TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. It shall be a condition of any assignment or sublease under this subsection that the assignee or sublessee shall be directly bound to the terms hereof and the performance and duties hereunder.

- (b) Notwithstanding the above, and provided TENANT has paid all rents, fees, and charges which have accrued in favor of LANDLORD and TENANT shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified, TENANT may, as required under a franchise agreement, assign this Agreement to the franchisor corporation in order to meet the requirements of such franchise agreement; provided further, that the franchisor shall be directly bound to the terms hereof and the performance and duties hereunder.

ARTICLE 7 MAINTENANCE AND REPAIRS

SECTION 7.1 Maintenance and Repairs

TENANT will keep and maintain the Premises and all fixtures and equipment located therein in a clean, safe and sanitary condition, will take good care thereof and make all required repairs and replacements thereto (whether structural or non-structural, foreseen or unforeseen), will suffer no waste or injury thereto, and will, at the expiration or other termination of the Lease Term, surrender the Premises, broom clean, in the same order and condition they were in on the Lease Commencement Date and ordinary wear and tear excepted. TENANT will take reasonable measure to keep the Premises free from vermin of any sort including, but not limited to insects or rodents. TENANT shall not permit the accumulation of debris or other litter of any type in or upon the Premises. TENANT shall not accumulate or store boxes, cartons, barrels, or other similar items in an unsafe manner in or about the Premises.

SECTION 7.2 Landlord's Maintenance and Repairs

LANDLORD shall endeavor to maintain and keep in repair the roof, foundation, structural components, and exterior walls of the Building and the Building's common areas including the common area heating, ventilating and air conditioning, plumbing, electrical and elevator systems and shall make such repairs as become necessary after obtaining actual knowledge of the need for such repairs or upon the receipt of written notice from Tenant requesting the necessary repairs. The LANDLORD shall be responsible for the construction and completion of restroom facilities in the Building.

SECTION 7.3 Damage Caused by Tenant

All injury, breakage and damage to the Premises and to any other part of the Building caused by any act or omission of TENANT or any agent, employee, subtenant, licensee, contractor, customer, client, family member or invitee of TENANT, shall be repaired by and at the sole expense of TENANT, except that LANDLORD shall have the right, at its sole option, to make such repairs and to charge TENANT for all costs and expenses (including a market rate project management fee) incurred in connection therewith as additional rent hereunder, payable no later than by the next regularly scheduled monthly installment due, without any demand thereof by LANDLORD. The liability of TENANT for such costs and expenses shall be reduced by the amount of any insurance proceeds received by LANDLORD resulting from such injury, breakage or damage.

ARTICLE 8 ALTERATIONS AND TENANT IMPROVEMENTS

SECTION 8.1 As-Is Condition of Premises

The Improvement Work, if any, to be made to the Premises by LANDLORD to make the Premises ready for TENANT's use and occupancy shall be solely provided by Landlord to the extent and subject to the conditions set forth in **Exhibit E** (Landlord's Improvement Work) and **Exhibit F** (the "Work Letter") attached to this Lease. Except as so provided in **Exhibit E** and **Exhibit F**, TENANT agrees to and shall lease the Premises in its "AS IS" condition as of the date of this Lease, and it is understood and agreed that LANDLORD will not make or pay for, and is under no obligation to make or pay for, any structural or other alterations, decorations, additions or improvements in or to the Premises.

SECTION 8.2 Alterations

- (a) The Tenant's Improvement Work is outlined in **Exhibit G** (Tenant's Improvement Work). TENANT will not make or permit anyone to make any alterations, decorations, additions or improvements (herein referred to collectively as "Alterations"), structural or otherwise, in or to the Premises or the Building without the prior written consent of LANDLORD. Drawings for all work, facilities, and alterations, and time required to complete same, shall be subject to written approval from the Transit Director and/or LANDLORD Architect's Office. First-class standards of design and construction comparable to the existing facility will be required in connection with all such work. When granting its consent, LANDLORD may impose any conditions it deems appropriate, including without limitation, the approval of plans and specifications, approval of the contractor or other persons to perform the work, and the obtaining of a performance and payment bond in an amount specified by LANDLORD and specified insurance. All Alterations permitted by LANDLORD must conform to all rules and regulations established from time to time by all laws, statutes, ordinances, codes, rules, regulations and requirements of the federal and/or state, county, municipal or other applicable governments. Without limiting the foregoing, all cable installed by or for TENANT, whether as part of the Tenant Improvement Work or as an Alteration, must be tagged every three (3) feet with an identification tag or other distinguishing mark to clearly identify it as relating to TENANT and/or the Premises, and LANDLORD must be given notice of the location of all such cable as and when it is installed.

- (b) As a condition precedent to such written consent of LANDLORD, TENANT agrees to obtain and deliver to LANDLORD written, unconditional waivers of mechanic's and materialmen's liens against the Building and the Land from all work, labor and services to be performed, and any materials supplied, in connection with any Alterations. It is further understood and agreed that any Alterations, other than those made by LANDLORD directly, shall be conducted on behalf of TENANT and not on behalf of LANDLORD, and that TENANT shall not be deemed to be the agent of LANDLORD. It is further understood and agreed that in the event LANDLORD shall give its written consent to the making of any Alterations, such written approval shall not be deemed to be an agreement or approval by LANDLORD to subject its interest in the Premises, or any leasehold or other interest of TENANT in the Premises, the Building or the Land, to any mechanic's or materialmen's liens which may be filed in connection therewith. If, notwithstanding the foregoing, any mechanic's or materialmen's lien is filed against the Premises, TENANT's interest therein, the Building and/or the Land for work claimed to have been done for, or materials claimed to have been furnished to, the Premises or to TENANT, such lien shall be discharged by TENANT within five (5) days after notice, at TENANT's sole cost and expense, by the payment thereof or by the filing of a bond. If TENANT shall fail to discharge any such mechanic's or materialmen's lien, LANDLORD may, at its sole option, discharge such lien and treat the cost thereof (including attorney's fees incurred in connection therewith) as additional rent payable with the next Fixed Monthly Rent installment payment falling due following written notice by LANDLORD. It is expressly agreed that such discharge by LANDLORD shall not be deemed to waive or release the default of TENANT in not discharging such lien.

SECTION 8.3 Indemnification for Tenant Improvement Work and Alterations

TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIENS, LIABILITIES, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BASED ON OR ARISING DIRECTLY OR INDIRECTLY BY REASON OF THE MAKING OF ANY TENANT IMPROVEMENT WORK BY TENANT OR ALTERATIONS. IF TENANT PERFORMS ANY TENANT IMPROVEMENT WORK OR ALTERATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, LANDLORD SHALL HAVE THE RIGHT TO REMOVE OR CORRECT THE SAME AND TO RESTORE THE PREMISES AND THE BUILDING TO THEIR CONDITION IMMEDIATELY PRIOR THERETO, AND TENANT SHALL BE LIABLE FOR ALL EXPENSES INCURRED BY LANDLORD IN CONNECTION THEREWITH AS ADDITIONAL RENT, PAYABLE NO LATER THAN BY THE NEXT REGULARLY SCHEDULED MONTHLY INSTALLMENT DUE FOLLOWING WRITTEN NOTICE BY LANDLORD.

SECTION 8.4 Ownership and Removal at End of Lease Term

Approved Tenant Improvement Work and Alterations to the Premises or the Building (except for un-fixed furniture, fixtures and equipment solely owned by TENANT), made by either party shall immediately become the property of LANDLORD and shall remain upon and be surrendered with the LANDLORD as part of the Premises at the end of the Lease Term except that if TENANT is not in default under this Lease, TENANT shall have the right to remove, prior to the expiration of the Lease Term, all movable furniture, furnishings and equipment installed in the Premises solely at the expense of TENANT. Unless LANDLORD otherwise specifically agrees in writing at or prior to the installation of the same, all data and communications cabling and equipment installed in the Premises for the exclusive use of TENANT, whether originally installed by LANDLORD or by TENANT, shall be removed by TENANT at its own cost and expense upon the expiration or termination of the Lease Term. All damage and injury to the Premises or to the Building caused by such removal shall be repaired by TENANT, at TENANT's sole expense. If such property of TENANT is not removed by TENANT prior to the expiration or termination of this Lease, the same shall be deemed to have been abandoned by TENANT and shall be surrendered with the Premises as a part thereof, which property may be retained by LANDLORD or disposed of at TENANT's expense. TENANT's obligation to pay for any costs incurred by LANDLORD for the disposal of such abandoned property shall survive the expiration or earlier termination of this Lease.

ARTICLE 9 SIGNS

No sign, advertisement or notice shall be inscribed, painted, affixed or otherwise displayed by TENANT on any part of the exterior or the interior of the Premises or the Building except on the directories and the doors of offices and such other areas as are designated by LANDLORD. All signage, advertisements or notices must be only in such place, number, size, color and style as are approved by LANDLORD in its sole and absolute discretion. All of TENANT's signs that are approved by LANDLORD shall be obtained by TENANT at its sole cost and expense and/or installed by LANDLORD at TENANT's sole cost and expense. TENANT shall reimburse LANDLORD for such amount upon written demand from LANDLORD. If any sign, advertisement or notice that has not been approved by LANDLORD is exhibited or installed by TENANT, LANDLORD shall have the right to remove the same at TENANT's expense. LANDLORD shall have the right to prohibit any advertisement of or by TENANT which in LANDLORD's opinion tends to impair the reputation of the Building or its desirability as a high-quality office building, and, upon written notice from LANDLORD, TENANT shall immediately refrain from and discontinue any such advertisement. LANDLORD reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises.

ARTICLE 10 TENANT'S EQUIPMENT

SECTION 10.1 Electrical Capacity

TENANT will not install or operate in the Premises any electrically operated equipment or machinery that utilizes more than the amps described in **Exhibit H**.

SECTION 10.2 Other Infrastructure

TENANT shall not install any equipment of any type or nature that will or may necessitate any changes, replacement or additions to, or in the use of the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or in the Building, without first obtaining the prior written consent of LANDLORD, which consent may be withheld in LANDLORD's sole and absolute discretion. Any machines and mechanical equipment belonging to TENANT which cause noise or vibrations that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to LANDLORD or to any tenant in the Building shall be installed and maintained by TENANT, at TENANT's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to LANDLORD.

SECTION 10.3 Rooftop Communications Equipment

TENANT shall be entitled to place communications equipment on the Building's roof only upon receiving written consent from the LANDLORD. All of the terms of this Lease shall be applicable to TENANT's Communication Equipment as if the Communications Equipment were part of the Premises.

SECTION 10.4 Other Mechanical Equipment

TENANT shall be entitled to place mechanical equipment on the Building's parking decks only upon receiving written consent from the LANDLORD. All of the terms of this Lease shall be applicable to TENANT's Mechanical Equipment as if the Mechanical Equipment were part of the Premises.

ARTICLE 11 INSPECTIONS BY LANDLORD

- (a) TENANT shall permit LANDLORD or its agents or representatives to enter the Premises, at any time and from time to time, without charge therefore to LANDLORD and without diminution of the rent payable by TENANT, to examine, inspect and protect the Premises and the Building, to make such alterations and/or repairs as in LANDLORD's sole judgment may be deemed necessary, or to exhibit the same to prospective purchasers and Mortgagees and, during the last twelve (12) months of the Lease Term or at any time following the initiation of any eviction proceeding, to exhibit the same to prospective tenants. In connection with any such entry, LANDLORD shall endeavor to minimize the disruption to TENANT's use of the Premises, but LANDLORD shall not be required to perform any alterations or repairs or make any entry at a time other than normal working hours.
- (b) The LANDLORD shall have the right, at all times, to raise reasonable objections to the condition of the Premises and the character of the services rendered, and to require that all objectionable practices either be remedied or discontinued within a reasonable time period.

ARTICLE 12 INSURANCE

SECTION 12.1 Tenant's Insurance

TENANT covenants and agrees to procure at its expense on or before the Lease Commencement Date and to keep in force during the Lease Term and any extensions thereof the following insurance naming LANDLORD, its management agent for the Building (the "Building Manager"), any Mortgagee and/or ground lessor of the Building and/or the Land, and TENANT as insured parties: (a) a commercial general liability insurance policy or such successor comparable form of coverage in the broadest form then available (a "Liability Policy") written on an "occurrence basis" including, without limitation, blanket contractual liability coverage, business interruption, automobile, broad form property damage, independent contractor's coverage and personal injury coverage, protecting LANDLORD, the Building Manager, such Mortgagee and/or ground lessor, and TENANT against any liability whatsoever occasioned by any occurrence on or about the Premises or any appurtenances thereto; (b) a fire and other casualty policy (a "Fire Policy") insuring the full replacement value of all Tenant Improvement Work and Alterations, regardless by whom installed, and all of the furniture, trade fixtures and other personal property of TENANT located in the Premises against loss or damage by fire, theft and such other risks or hazard; and (c) a policy of insurance against loss or damage to the major components of the air-conditioning and heating system, flywheels, steam pipes, steam turbines, steam engine, steam boilers and other pressure vessels, high pressure piping and machinery, if any, such as are installed by or on behalf of TENANT in the Premises. Such policies shall also insure against physical damage to the Premises arising out of an accident covered thereunder; such policies are to be written by good and solvent insurance companies, satisfactory to LANDLORD, licensed to do business in the State of Texas, shall have not less than a Best's A+ 10 rating and shall be in such limits and with such maximum deductibles as LANDLORD may reasonably require from time to time. As of the date of this Lease, LANDLORD reasonably requires limits of liability under: (1) the Liability Policy of not less than \$3,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, which coverage may a basic policy of not less than \$1,000,000 and an umbrella coverage of not less than \$2,000,000; (2) the Fire Policy equal to the value of Tenant Improvement Work, Alterations, furniture, trade fixtures and other personal property with a deductible of no more than \$1,000.00; and (3) machinery insurance for full replacement cost of equipment with a deductible of no more than \$1,000.00. TENANT will furnish LANDLORD with such information as LANDLORD may reasonably request from time to time as to the value of the items specified in clause (2) above within ten (10) business days after request therefore. Such insurance may be carried under a blanket policy covering the Premises and other locations of TENANT, if any, provided that each such policy shall in all respects comply with this Article and shall specify (i) that the portion of the total coverage of such policy that is allocated to the Premises is in the amounts required pursuant to this Section and (ii) any sublimits in such blanket policy and such policy shall also specify, or TENANT shall furnish LANDLORD a written statement from the insurer under such policy, that the protection afforded TENANT under any such blanket policy shall be no less than that which would have been afforded under a separate policy relating only to the Premises. Prior to the time insurance under this Section is first required to be carried by TENANT, and thereafter at least fifteen (15) days prior to the expiration date of any such policy, TENANT agrees to deliver to LANDLORD a certificate evidencing such insurance and payment of the premium therefore. Said certificate shall contain an endorsement that such insurance may not be canceled or amended except upon thirty (30) days' prior written notice to LANDLORD. Notwithstanding anything to the contrary contained in this Lease, the carrying of insurance by TENANT in compliance with this Section shall not modify, reduce, limit or impair TENANT's obligations and liabilities under any and every indemnity by TENANT to LANDLORD set forth in this Lease. TENANT shall name the City of McAllen as an Additional Insured on all required insurance.

SECTION 12.2 Indemnity by Tenant

TENANT SHALL INDEMNIFY, DEFEND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LIABILITIES, DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING (I) FROM ANY ACT, OMISSION OR NEGLIGENCE OF TENANT OR ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, EMPLOYEES, GUESTS, INVITEES OR VISITORS IN OR ABOUT THE BUILDING, (II) FROM TENANT'S USE OR OCCUPANCY OF THE PREMISES OR THE BUSINESS CONDUCTED BY TENANT THEREIN, (III) FROM ANY BREACH OR DEFAULT UNDER THIS LEASE BY TENANT, (IV) FROM, OR RELATING TO, THE ENFORCEMENT BY LANDLORD OF THE PROVISIONS OF THIS LEASE AS AGAINST TENANT, OR (V) FROM ANY ACCIDENT, INJURY, DEATH, OR DAMAGE, HOWSOEVER AND BY WHOMSOEVER CAUSED, TO ANY PERSON OR PROPERTY, OCCURRING IN OR ABOUT THE PREMISES OR THE BUILDING. THIS PROVISION SHALL NOT BE CONSTRUED TO MAKE TENANT RESPONSIBLE FOR LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTING FROM INJURIES (OR DEATH) TO THIRD PARTIES TO THE EXTENT CAUSED SOLELY AND DIRECTLY BY THE INTENTIONAL MISCONDUCT OF LANDLORD OR ITS OFFICERS, CONTRACTORS, LICENSEES, AGENTS, EMPLOYEES OR INVITEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

SECTION 12.3 Increases in Insurance Rates

TENANT shall not do or permit to be done any act or thing upon or about the Premises or the Building which will (i) result in the assertion of any defense by the insurer to any claim under, (ii) invalidate, or (iii) be in conflict with, the policies covering the Building, and fixtures and property therein, or which would increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be; and TENANT shall neither do or permit to be done any act or thing, upon or about the Building which shall or might subject LANDLORD to any liability or responsibility for injury to any person or persons or to property; but nothing in this Section shall prevent TENANT's use of the Premises for the purposes stated in this Lease. If, as a result of any act or omission by or on the part of TENANT or violation of this Lease by TENANT, whether or not LANDLORD has consented to the same, the rate of "All Risk" or other type of insurance maintained by LANDLORD on the Building shall be increased to an amount higher than it otherwise would be, TENANT shall reimburse LANDLORD for all increases of LANDLORD's insurance premiums so caused; such reimbursement to be additional rent payable no later than by the next regularly scheduled monthly installment due, without any demand therefore by LANDLORD. If, due to abandonment of or failure to occupy the Premises by TENANT, any such insurance shall be canceled by the insurance carrier, then TENANT shall indemnify LANDLORD, defend and hold it harmless against liability which would have been covered by such insurance. In any action or proceeding wherein LANDLORD and TENANT are parties, a schedule or "make-up" of rates for the Building or Premises issued by the body making fire insurance rates or established by the insurance carrier providing coverage for the Building or Premises shall be presumptive evidence of the facts stated therein,

including the items and charges taken into consideration in fixing the “All Risk” insurance rate then applicable to the Building or Premises.

SECTION 12.4 Notice of Accidents

TENANT shall give LANDLORD notice in case of crimes, solicitations, fire, accidents or other adverse incidents in the Premises or the Building promptly after TENANT is aware of such event.

SECTION 12.5 Waiver of Subrogation

Notwithstanding anything to the contrary contained in this Lease, TENANT agrees that it will, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies (a) waive all right of subrogation against LANDLORD, and any TENANT of space in the Building, with respect to losses payable under such policies, and (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. TENANT shall furnish LANDLORD evidence satisfactory to LANDLORD evidencing the inclusion of said clauses in TENANT’s property insurance policies. Provided that LANDLORD’s right of full recovery under its property insurance policies is not adversely affected or prejudiced thereby, LANDLORD hereby waives any and all right of recovery which it might otherwise have against TENANT, its servants, agents and employees, for loss or damage occurring to the Building and fixtures, appurtenances and equipment therein to the extent the same is covered by LANDLORD’s insurance, notwithstanding that such loss or damage may result from the negligence or fault of TENANT, its servants, employees or agents. TENANT hereby waives any and all claims, rights of recovery, actions and causes of action which it might otherwise have against LANDLORD, its agents, servants and employees, and against every other tenant in the Building which shall have executed a similar waiver as set forth in this Section, for damage to the Premises, any Tenant Improvement Work or any Alterations, or for loss or damage to TENANT’s furniture, furnishings, fixtures and other property, by reason of any cause required to be insured against under this Lease, regardless of cause or origin, including the negligence or fault of LANDLORD, its servants, agents or employees, or such other tenant or the servants, agents or employees thereof.

ARTICLE 13 SERVICES AND UTILITIES

SECTION 13.1 Common Area Services and Utilities

- (a) LANDLORD shall furnish designated Common Areas during normal hours of operation of the Building with air-conditioning and heat during the seasons when they are required, and to the extent determined in LANDLORD’s reasonable judgment. To maintain proper air balancing and pressurization, TENANT shall keep all of its suite entry doors closed except as actually used for ingress or egress. LANDLORD shall also provide water and electricity to the designated Common Areas, twenty-four (24) hours per day, to the extent determined by LANDLORD. LANDLORD shall have the right to remove elevators from service as may be required for moving freight or for servicing or maintaining the elevators and/or the Building.

- (b) The normal hours of operation of the Building will be 7:00 a.m. to 7:00 p.m. on Monday through Saturday (except legal holidays) and 12:00 p.m. to 5:00 p.m. on Sunday (except legal holidays). There will be no normal hours of operation of the Building on legal holidays, and LANDLORD shall not be obligated to maintain or operate the Building at such times unless special arrangements are made by TENANT. TENANT shall have access to the Building and the Premises twenty-four (24) hours per day, every day of the year, subject to exclusion during emergencies or repairs if, in LANDLORD's sole judgment, such exclusion is necessary. LANDLORD will furnish all services and utilities required by this Lease only during the normal hours of operation of the Building unless otherwise specified herein.
- (c) It is also agreed that if TENANT requires air conditioning or heat beyond the normal hours of operation set forth herein, LANDLORD will furnish such air conditioning or heat provided TENANT gives LANDLORD sufficient advance notice of such requirement, and TENANT hereby agrees to pay for such extra service in accordance with LANDLORD's then current schedule of costs and assessments for such extra service.
- (d) LANDLORD shall provide and maintain public restrooms for use of TENANT and TENANT's employees and patrons and the general public.

SECTION 13.2 Utility Services in Premises

- (a) The LANDLORD shall provide water, gas, electric and sewer connections to the Premises. TENANT shall be responsible for individually metering or submetering, at their sole cost, all utilities to the Premises.
- (b) The LANDLORD shall provide under-slab rough-in plumbing improvements, including drain lines for floor drains. Any costs to alter the existing plumbing improvements will be borne solely by the TENANT. The TENANT shall also be responsible for modifying existing fire sprinkler system and for providing heating, ventilation and air conditioning systems (HVAC) to the Premises.
- (c) TENANT shall design all additional piping and ductwork to obtain a neat and orderly appearance. Locate all above floor piping, ductwork, equipment, etc., in the ceiling space, between or adjacent to the bottom of the structural system above. All other piping and ductwork shall be concealed in walls. Any proposed exposed piping shall be reviewed and approved by LANDLORD prior to placement. Any such utilities shall demonstrate a discrete use and be finished in a manner appropriate to adjacent surfaces.
- (d) All utilities, improvements and construction work shall be in compliance with LANDLORD and all governing codes and regulations including applicable statutes, ordinances, codes, etc. All electrical, HVAC, plumbing, telephone and other similar work shall be tested, inspected and approved as may be required by an agency or utility company having jurisdiction.

ARTICLE 14 LIABILITY OF LANDLORD

SECTION 14.1 No Liability of Landlord

LANDLORD shall not be liable to TENANT, its employees, agents, invitees, licensees, customers, clients, family members or guests for any damage, injury (including death), loss, compensation, claim, or any cause whatsoever, unless such damage to or loss of property shall be caused by negligence or willful misconduct on the part of the LANDLORD or its employees.

SECTION 14.2 Transfer by Landlord

In the event that at any time LANDLORD shall sell or transfer the Building, the LANDLORD shall not be liable to TENANT for any obligations or liabilities based on or arising out of events or conditions occurring on or after the date of such sale or transfer.

SECTION 14.3 Disputed Payments

In the event that at any time during the Lease Term TENANT shall have a claim against LANDLORD, TENANT shall not have the right to deduct the amount allegedly owed to TENANT from any rent payable to LANDLORD hereunder, it being understood that TENANT's sole method for recovering upon such claim shall be to institute an independent action against LANDLORD.

ARTICLE 15 RULES AND REGULATIONS

SECTION 15.1 Abide by Rules and Regulations

TENANT and its agents, employees, invitees, licensees, customers, clients, family members, guests and subtenants shall at all times abide by and observe the rules and regulations promulgated by LANDLORD and attached hereto as **Exhibit I**, which rules and regulations may be reasonably modified or amended by Landlord upon written notice to Tenant. In addition, TENANT and its agents, employees, invitees, licensees, customers, clients, family members, guests and subtenants shall abide by and observe all other rules or regulations that LANDLORD may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to TENANT and such rules and regulations are not inconsistent with the provisions of this Lease.

SECTION 15.2 Other Tenants

Nothing contained in this Lease shall be construed as imposing upon LANDLORD any duty or obligation to enforce such rules and regulations or the terms, conditions or covenants contained in any other lease as against any other tenant, and LANDLORD shall not be liable to TENANT for the violation of such rules or regulations or lease by any other tenant or its employees, agents, invitees, licensees, customers, clients, family members, guests or subtenants.

ARTICLE 16 DAMAGE OR DESTRUCTION

SECTION 16.1 Casualty

If during the Lease Term the Premises or the Building are totally or partially damaged or destroyed by a casualty, thereby rendering the Premises totally or partially inaccessible or unusable, LANDLORD shall diligently (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved) restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of TENANT or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, until the repair and restoration of the Premises is completed TENANT shall be required to pay rent only for that part of the Premises that TENANT is able to use while repairs are being made, based on the ratio that the amount of usable rentable area bears to the total rentable area in the Premises. LANDLORD shall bear the costs and expenses of repairing and restoring the Premises (with the exception of the Tenant Improvement Work), except that if such damage or destruction was caused by the act or omission of TENANT or any of its employees, agents, licensees, subtenants, customers, clients, family members or guests, upon written demand from LANDLORD, TENANT shall pay to LANDLORD the amount by which such costs and expenses exceed the insurance proceeds, if any, received by LANDLORD on account of such damage or destruction. If causation cannot be mutually agreed on by the LANDLORD and TENANT, either a mutually agreeable third-party or a court of competent jurisdiction shall make the determination as to causation.

SECTION 16.2 Limitations on Landlord's Obligations

Notwithstanding anything in Section 17.1 or any other part of this Lease, (a) LANDLORD shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration, and (b) if LANDLORD is obligated to repair and restore the Premises as provided in Section 17.1, LANDLORD shall not be required to repair or restore any Tenant Improvement Work or Alterations to the Premises (regardless of by whom they were made) or any trade fixtures, furnishings, equipment or personal property belonging to TENANT. It shall be TENANT's sole responsibility to repair and restore all such items. However, if requested by TENANT, LANDLORD shall repair any damage to the Tenant Improvement Work or Alterations to the extent TENANT's insurance proceeds are sufficient and are made available to LANDLORD for that purpose.

SECTION 16.3 Right to Terminate

Notwithstanding anything to the contrary contained herein, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if LANDLORD reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if LANDLORD reasonably believes that there will be less than two (2) years remaining in the Lease Term upon the substantial completion of such repairs and restoration, or (d) if a Mortgagee fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, LANDLORD shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to TENANT within sixty (60) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all rent, additional rent, fees, charges, and costs payable hereunder shall be apportioned and paid by TENANT, up to the date of the occurrence of such damage.

ARTICLE 17 CONDEMNATION

If the whole or a substantial part (as hereinafter defined) of the Premises and/or the Building or the use or occupancy of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such taking), then this Lease shall terminate on the date title thereto vests in such governmental or quasi-governmental authority, and all rent payable hereunder shall be apportioned as of such date. If less than a substantial part of the Premises (or the use and occupancy thereof) is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including a sale thereof under threat of such a taking), this Lease shall continue in full force and effect, but the rent thereafter payable hereunder shall be equitably adjusted (on the basis of the ratio of the number of square feet of rentable area taken to the total rentable area in the Premises prior to such taking) as of the date title vests in the governmental or quasi-governmental authority. For purposes of this Section, a substantial part of the Premises or the Building shall be considered to have been taken if more than twenty-five percent (25%) of the Premises or Building is rendered unusable as a result of such taking.

ARTICLE 18 DEFAULT BY TENANT

SECTION 18.1 Events of Default

The occurrence of any of the following shall constitute an "Event of Default" by TENANT under this Lease:

- (a) If TENANT fails to make any payment of rent or additional when due or, within ten (10) days after notice is given if no due date otherwise specified in this Agreement.
- (b) If TENANT violates or fails to perform any obligation set forth in Article 7, Section 9.2 or Section 13.1 of this Lease beyond the expiration of any period for performance or request, notice or cure period set forth or referred to therein.
- (c) If (i) TENANT violates or fails to perform any other term, condition, covenant or agreement to be performed or observed by TENANT under this Lease (other than as specified in this Section) and (ii) TENANT has not been given notice of the same or a substantially similar violation or failure on three (3) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless of whether such earlier violations or failures were cured within the allowed cure period, and (iii) such violation or failure shall continue for thirty (30) days after notice from LANDLORD to TENANT of such violation or failure; provided, however, that if such violation or failure is capable of being cured but is not capable of being cured within such thirty (30) day period despite reasonable diligence, then such thirty (30) day period shall be extended for such reasonable period, not to exceed an additional sixty (60) days, in which TENANT may cure the violation or failure if TENANT commences its cure within the initial thirty (30) day period and prosecutes the cure diligently to completion thereafter. If TENANT has been given notice of the same or a substantially similar violation or failure on two (2) or more other occasions within the twelve (12) month period preceding the most recent violation or failure, regardless whether

such earlier violations or failures were cured within the allowed cure period, then any subsequent violation or failure of the same or substantially similar nature within that twelve (12) month period shall be an Event of Default, without any further notice or cure period being afforded.

- (d) If TENANT abandons the Premises.
- (e) If TENANT or any guarantor (i) is voluntarily adjudicated bankrupt or insolvent, (ii) seeks or consents to the appointment of a receiver or trustee for itself or for all or a part of its property, (iii) files a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) admits in writing its inability to pay its debts as they mature.
- (f) If a petition is filed against TENANT or any guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law or other statute, law or regulation and shall remain undismissed or unstayed for thirty (30) days, or if any trustee, receiver or liquidator of TENANT or any guarantor, or of all or any substantial part of its properties, shall be appointed without the consent or acquiescence of TENANT or any guarantor and such appointment shall remain unvacated or unstayed for thirty (30) days.
- (g) If any attachment or execution of any type is issued against TENANT or any guarantor, or TENANT's property located on the Premises, or TENANT's rights or interest in the Lease, or guarantor's or TENANT's assets of any type or nature whatsoever, including but not limited to federal, state, or municipal tax liens, and such is not dismissed or released within ten (10) days thereafter, or such lesser time as may be necessary to avoid loss of such property, rights or assets.

SECTION 18.2 Landlord's Rights

If an Event of Default occurs under this Lease, LANDLORD shall have the following rights:

- (a) The right, at its sole option, to terminate this Lease. LANDLORD's exercise of this right, however, in no way represents a waiver of its right to recover from TENANT all rent, additional rent, charges, fees and costs accrued up to the time of termination or recovery of possession by LANDLORD, whichever is later.
- (b) With or without terminating this Lease, LANDLORD may re-enter and take possession of the Premises, and the provisions of this Article shall operate as a notice to quit; any other notice to quit or notice of LANDLORD's intention to reenter the Premises is hereby expressly waived by TENANT. If necessary, LANDLORD may proceed to recover possession of the Premises under and by virtue of applicable Texas laws, or by such other proceedings, including re-entry and possession, as may be applicable.
- (c) In addition, any abated rent provided in this Lease and the leasing commissions paid by LANDLORD in connection with this Lease shall immediately become due and payable by TENANT to LANDLORD.

- (d) Whether or not this Lease is terminated, the Premises may be re-let by LANDLORD for such rent and upon such terms as LANDLORD deems reasonable under the circumstances and, if the full rent provided herein plus the costs, expenses and damages described below shall not be realized by LANDLORD, TENANT shall be liable for all such damages sustained by LANDLORD, including, without limitation, deficiency in fixed and additional rent, return of any and all abated rent and brokerage commissions paid by LANDLORD hereunder, reasonable attorneys' fees, brokerage fees and the expenses of placing the Premises in first-class rentable condition. Any damages or loss of rent sustained by LANDLORD may be claimed and/or recovered by LANDLORD, at LANDLORD's option, at the time of the re-letting(s) or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive re-letting, or, at LANDLORD's option, may be deferred until the expiration of the TENANT's current Lease Term, in which event TENANT hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of the Lease Term. TENANT shall not be entitled to receive any excess of any such rents collected from a third party over the rent reserved herein.
- (e) Enforce any claim or right of action that LANDLORD may have against TENANT for any action or cause of action cognizable under law, including anticipatory breach of this Lease.

SECTION 18.3 Landlord's Right to Cure

If TENANT defaults in the making of any payment or in the doing of any act herein required to be made or done by TENANT, then LANDLORD may, but shall not be required to, make such payment or do such act. If LANDLORD elects to make such payment or do such act, all costs and expenses incurred by LANDLORD, plus interest thereon at the rate of eighteen percent (18%) per annum (or as high an interest rate as is then allowed by applicable law, whichever is higher) from the date paid by LANDLORD to the date of payment thereof by TENANT, payable as additional rent no later than by the next regularly scheduled monthly installment due following written notice by LANDLORD. The making of any payment or the taking of such action by LANDLORD shall not be considered as a cure of such default by TENANT or prevent LANDLORD from pursuing any remedy it is otherwise entitled to pursue in connection with such default.

SECTION 18.4 Attorney's Fees

If, as a result of any alleged breach or default in the performance of any of the provisions of this Lease, LANDLORD uses the services of an attorney in order to secure compliance with such provisions or recover damages therefore or possession of the Premises, or if LANDLORD is made a party to any action as a result of any alleged act or failure to act of TENANT, then TENANT shall reimburse LANDLORD upon written demand for any and all reasonable attorneys' fees and expenses so incurred by LANDLORD, payable no later than by the next regularly scheduled monthly installment due.

SECTION 18.5 Landlord's Rights Cumulative

All rights and remedies of LANDLORD set forth herein are in addition to all other rights and remedies available to LANDLORD at law or in equity. All rights and remedies available to LANDLORD hereunder or at law or in equity are expressly declared to be cumulative. The exercise by LANDLORD of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy.

ARTICLE 19
DELIVERY AT END OF LEASE TERM

On the date of the expiration or termination of the Lease Term, TENANT shall quit and surrender the Premises broom clean and in good condition and repair (ordinary wear and tear and insured damage by fire or other casualty excepted), together with all the Tenant Improvement Work and any Alterations that may have been made in or attached to the Premises, but otherwise empty, unless otherwise directed by LANDLORD pursuant to Section 9.4 hereof.

ARTICLE 20
TENANT'S QUIET ENJOYMENT;
LANDLORD'S RESERVATION OF RIGHTS

SECTION 20.1 Quiet Enjoyment

LANDLORD covenants that it has the right to make this Lease for the Lease Term and that if TENANT shall pay all rent when due and punctually perform all of the covenants, terms, conditions and agreements of this Lease to be performed by TENANT, TENANT shall have the right, during the Lease Term, to freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by LANDLORD or any party claiming through or under LANDLORD, subject to the provisions of this Lease.

SECTION 20.2 Landlord's Reservation of Rights

LANDLORD hereby reserves to itself and its successors and assigns the following rights (all of which are hereby consented to by TENANT): (a) to change the street address and/or name of the Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the design or configuration of the Building; (b) to erect, use, and maintain pipes and conduits in and through the Premises; and (c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building. LANDLORD may exercise any or all of the foregoing rights without being deemed to be guilty of an eviction, actual or constructive, or a disturbance or interruption of the business of TENANT or of TENANT's use or occupancy of the Premises.

ARTICLE 21
GENERAL PROVISIONS

SECTION 21.1 No Representations

TENANT acknowledges that neither LANDLORD nor any broker, agent or employee of LANDLORD has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by TENANT except as herein expressly set forth.

SECTION 21.2 No Partnership

Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between LANDLORD and TENANT, or to create any other relationship between the parties hereto other than that of LANDLORD and TENANT.

SECTION 21.3 Notices

(a) Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered (which term includes delivery by overnight courier services) or sent by United States Mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below:

Tenant's Address for Notices:

Torriont Farmer
SmoovBlendz Barbershop
221 S. 15th St, Suite A-2
McAllen, TX 78501

Landlord's Address for Notices:

City of McAllen
Attn: City Manager
P.O. Box 220
McAllen, TX 78505-0220

City of McAllen
Attn: City Attorney
P.O. Box 220
McAllen, TX 78505-0220

- (b) Either LANDLORD or TENANT shall have the right from time to time to designate by written notice to the other party such other persons or places in the United States as LANDLORD or TENANT may desire written notice to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and two copies of any such notice, demand, or request required or permitted hereunder.
- (c) Any notice, demand, or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice, demand or request is hand-delivered or (ii) on the third (3rd) day after the mailing of such notice, demand or request in accordance with the preceding portions of this Section.

SECTION 21.4 Familiarity and Compliance with Terms

TENANT represents that it has carefully reviewed the terms and conditions of this agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

SECTION 21.5 Successors and Assigns

The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns, subject to the provisions hereof prohibiting or restricting assignment or subletting by TENANT.

SECTION 21.6 Entire Agreement; Amendments

This Lease contains the entire agreement of the parties, and no representations, inducements or agreements, oral or otherwise, not contained in this Lease shall be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

SECTION 21.7 Governing Law; Jurisdiction and Venue

This Lease shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws. Venue shall be in the County of Hidalgo.

SECTION 21.8 Time of Essence

TIME IS OF THE ESSENCE WITH RESPECT TO THE CARRYING OUT BY TENANT OF EACH TERM OR PROVISION OF THIS LEASE TO BE PERFORMED BY TENANT.

SECTION 21.9 Conflict

In the event of any conflict between the main text of this Lease and any Exhibit hereto, the provisions of the main text of this Lease shall prevail unless otherwise stated.

SECTION 21.10 Force Majeure

In the event that either party shall be directly or indirectly delayed or hindered in or prevented from the performance of any act or obligation required of it under this Lease by reason of acts of God, labor strike, lockout, inability to procure materials, failure of power, riot, insurrection, war or warlike act, terrorist act, utility blackout or brownout, legal requirement or other reason not within the reasonable control of that party, then performance of such act or obligation by that party shall be excused for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall not apply to or affect any rental or other monetary obligation hereunder or TENANT's obligation to vacate the Premises at the expiration or termination of the Lease Term.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease as of the day and year first above written.

LANDLORD

TENEANT

CITY OF McALLEN

SmoovBlendz Barbershop, LLC

Isaac J. Tawil
City Manager

Torriont Farmer, Managing Member

Attest:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to Form Only:

Evaristo Garcia, Jr.
Deputy City Attorney

INDEX OF EXHIBITS

Exhibit “A”	Area Map
Exhibit “B”	Food Court Layout
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Exhibit “F”	Work Letter
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EXHIBIT A AREA MAP



McAllen Downtown Parking Garage AREA MAP

- Lots 13 - 18, Block 21 Original Townsite
- 201 S. 15th St.

 The Project

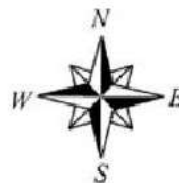


EXHIBIT B

FOOD COURT LAYOUT

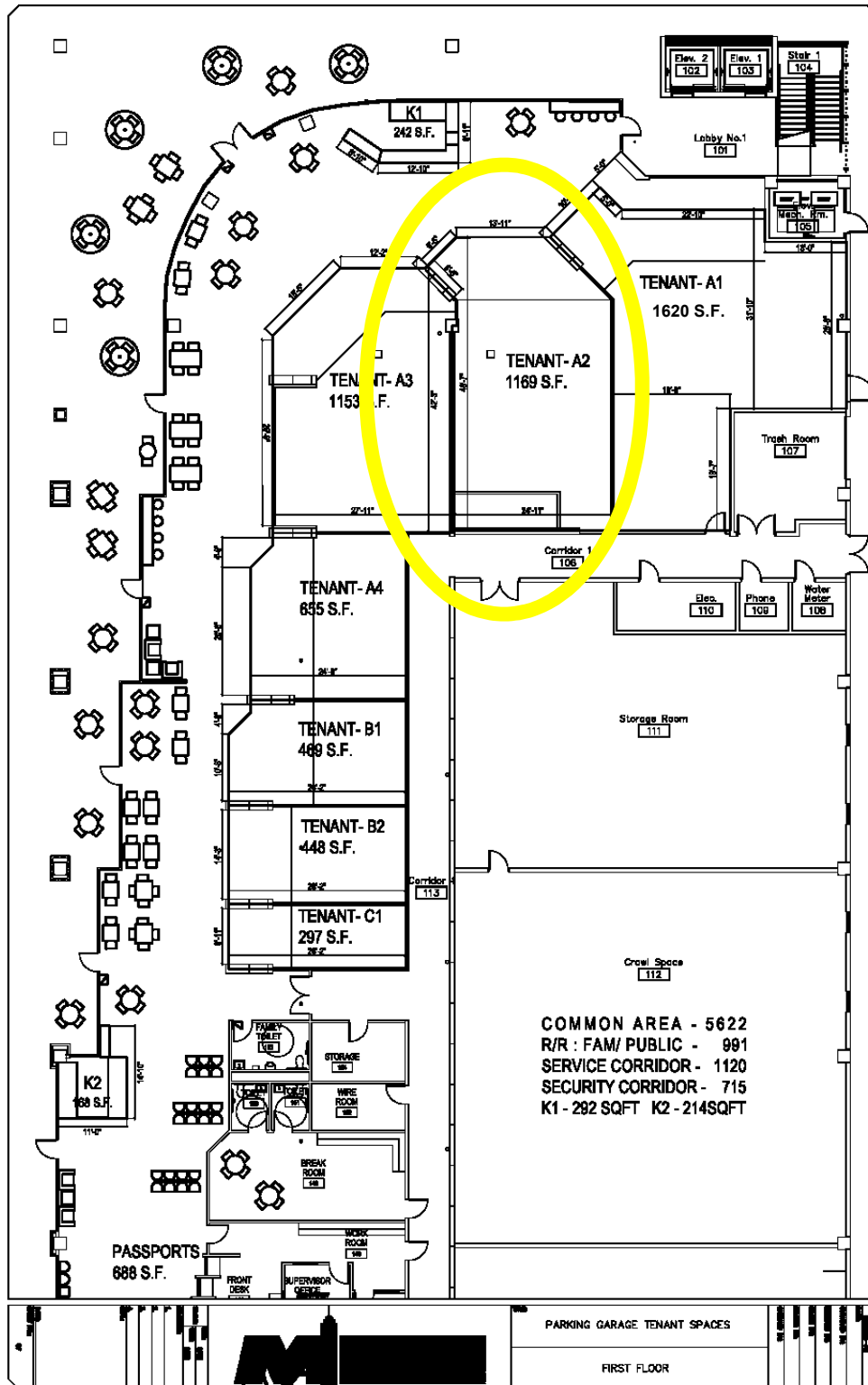


EXHIBIT C
RENTAL RATES

Lease Year	Space	Leased Space (Square Feet)	Annual Base Rent	Annual CAM	Total Annual Rent	Monthly Rent
1	A-2	1169	\$0.00	\$0.00	\$0.00	\$0.00
2	A-2	1169	\$6,137.25	\$1,753.50	\$7,890.75	\$657.56
3	A-2	1169	\$12,274.50	\$3,507.00	\$15,781.50	\$1,315.13
4	A-2	1169	\$18,411.75	\$5,260.50	\$23,672.25	\$1,972.69
*5	A-2	1169	\$24,549.00	\$7,014.00	\$31,563.00	\$2,630.25

*** LANDLORD shall have the option to revise the rents, fees and other charges for the first and/or second Renewal Terms as outlined in Section 2.3(b).**

EXHIBIT D
ANNUAL OPERATING CHARGES
OCTOBER 01, 2018 THRU SEPTEMBER 30, 2019

ESTIMATED ANNUAL OPERATING CHARGES
OCTOBER 01, 2020 THRU SEPTEMBER 30, 2021

SQUARE FOOTAGE BREAKDOWN	
	FT²
Tenant Space	6,188
Vital & Passport Office	688
Downtown Services Offices	1,917
COMMON AREA	8,448
TOTAL	17,241

COMMON AREA MAINTENANCE FEES	
Non-Exempt	
1 FT Custodian	18,408
COMPENSATION	18,408
Operating	1,250
Janitorial	4,845
SUPPLIES	6,095
Utilities Electric	20,990
Utilities Water	2,637
OTHER SERVICES & CHARGES	23,626
Facilities	4,827
MAINTENANCE	4,827
Common Area Maintenance Costs	52,956

Annual CAM Fee Per Sq. Ft.	6
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EXHIBIT E
LANDLORD'S IMPROVEMENT WORK

- A. Interior finish-out shall include:
1. Concrete slab and structural system ;
 2. Ceiling system over required common areas;
 3. HVAC system and fire sprinkler system within all common areas;
 4. Rough-in utilities including electrical, water, gas, sanitary sewer, etc.;
 5. Common area furniture, flooring and lighting;
 6. Public Restrooms.
- B. Exterior finish-out shall include:
1. Concrete slab and structural system with exterior masonry;
 2. Exterior walls with storefront system including windows and doors;
 3. Exterior canopy systems;
 4. Lighting, sidewalks and landscaping;
 5. Outdoor Ceiling Fans;
- C. Landlord shall provide Design Criteria and/or Standards for Tenant Improvements intended to provide the Tenant with criteria necessary for design and construction of the improvements at the Premises;
- D. Landlord shall approve all intended Tenant Improvements prior to commencement of any improvements at the Premises:
- E. In every instance where responsibility is not specifically indicated to be provided by Landlord with respect to supplying or paying for the labor, materials, fees or any other item involved, it is to be assumed that said expense shall be entirely the responsibility therefore of the Tenant;
- F. Landlord maintains the right to reject and or approve all proposed improvements at the Premises.

EXHIBIT F
WORK LETTER

1. Plans

Preparing the Plans. Prior to commencing any Tenant Improvement Work (as hereinafter defined) in the Premises, Tenant shall deliver to Landlord:

- (a) proposed space plans and preliminary drawings by no later than 7/19/2021;
- (b) proposed drawings, plans and specifications for all work to be performed, said drawings, plans and specifications to be initialed by Tenant to indicate Tenant's approval and otherwise to be in form and substance sufficient to be submitted to the government having jurisdiction over the Building as part of an application for a building permit, including (without limitation) being stamped as approved by an architect registered in the jurisdiction in which the Building is located; and
- (c) final drawings, plans and specifications for all work to be performed, which must be initialed by Tenant to indicate Tenant's approval.

Each of the foregoing shall in turn be subject to Landlord's approval before the next submission is made, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall revise its drawings, plans and specifications and resubmit them to Landlord within (5) business days after Tenant's receipt of Landlord's comments. This procedure shall be repeated until Landlord's approval is granted. The foregoing drawings, plans and specifications, once approved in accordance with the foregoing procedure, are hereinafter referred to as the "Plans." Tenant shall use its own architect(s), engineer(s) and/or other design professionals to prepare the Plans on its behalf.

Adequacy and Legal Sufficiency. Notwithstanding its review of the drawings, plans and specifications, Landlord makes no representation or warranty as to the completeness or accuracy of the Plans or their legal sufficiency, and Landlord shall have no liability for or in connection with any other deficiency in the Plans. Tenant agrees to look solely to its architect, engineer and other design consultants in that regard.

Changes to the Plans. Tenant shall not be entitled to make any changes to the Plans without Landlord's approval. Landlord's consent to changes shall not be unreasonably withheld, conditioned or delayed. All changed shall be reviewed and constructed at Tenant's sole cost and expense.

Tenant Improvement Work. As used in this Work Letter, "Tenant Improvement Work" means all work shown on the Plans, as they may be amended from time to time in accordance with the terms of this Work Letter.

- 2. Construction Service.** All work requested by Tenant and approved by Landlord for the Tenant Improvement Work shall be performed by the general contractor selected by Tenant. Tenant shall enter into its own contract with the general contractor.

3. Allocation of Costs.

Tenant's Responsibility. The cost of all Tenant Improvement Work shall be Tenant's responsibility.

EXHIBIT G
TENANT'S IMPROVEMENT WORK

A. Design

1. Architectural Drawings, to include:
 - a. Plan indicating any selective demolition;
 - b. Floor Plan and Enlarged Floor Plan when appropriate;
 - c. Reflected Ceiling Plans ;
 - d. Room Finish Schedule including proposed flooring, wall and ceiling components with specifications and/or photographic representations;
 - e. Samples of finished materials;
 - f. Fixture, Furniture and Equipment Plan with cut-sheets, specifications and/or photographic representations;
 - g. Signage submittal with dimensions and colored photographic representation to scale for approval by City personnel;
 - h. Any other special equipment proposed within tenant space or on façade;
2. Sealed Mechanical, Electrical and Plumbing Drawings, to include:
 - a. HVAC Plan, Schedules and Details;
 - b. Electrical Power and Lighting Plan, Schedules and Details;
 - c. Plumbing Plan, Schedules and Details;
 - d. Cut-sheets, samples and/or photographic representations of Mechanical, Electrical and Plumbing fixtures and finish devices;
 - e. Engineered fire sprinkler system.
3. MEP components to be equal or better to City's installations at this facility;
4. Structural plans if necessary.

B. Finish-out

1. 5/8" fire-code or greater gypsum board (number of layers and UL system as required by local and state codes for proper rating at all partitions including demising partitions);
2. All gypsum board to be taped, floated/textured and painted;
3. Laminate clad, solid core wood doors with necessary hardware to be equal or better to City's installations at this facility;
4. Electrical and telecommunication components to be equal or better to City's installations at this facility;
5. Fire sprinkler heads, lines and components to be equal or better to City's installations at this facility;
6. Air conditioning ducts, tape, grills, registers and other components to be equal or better to City's installations at this facility.

EXHIBIT H **ELECTRICAL SERVICE ENTRANCE DIAGRAM**

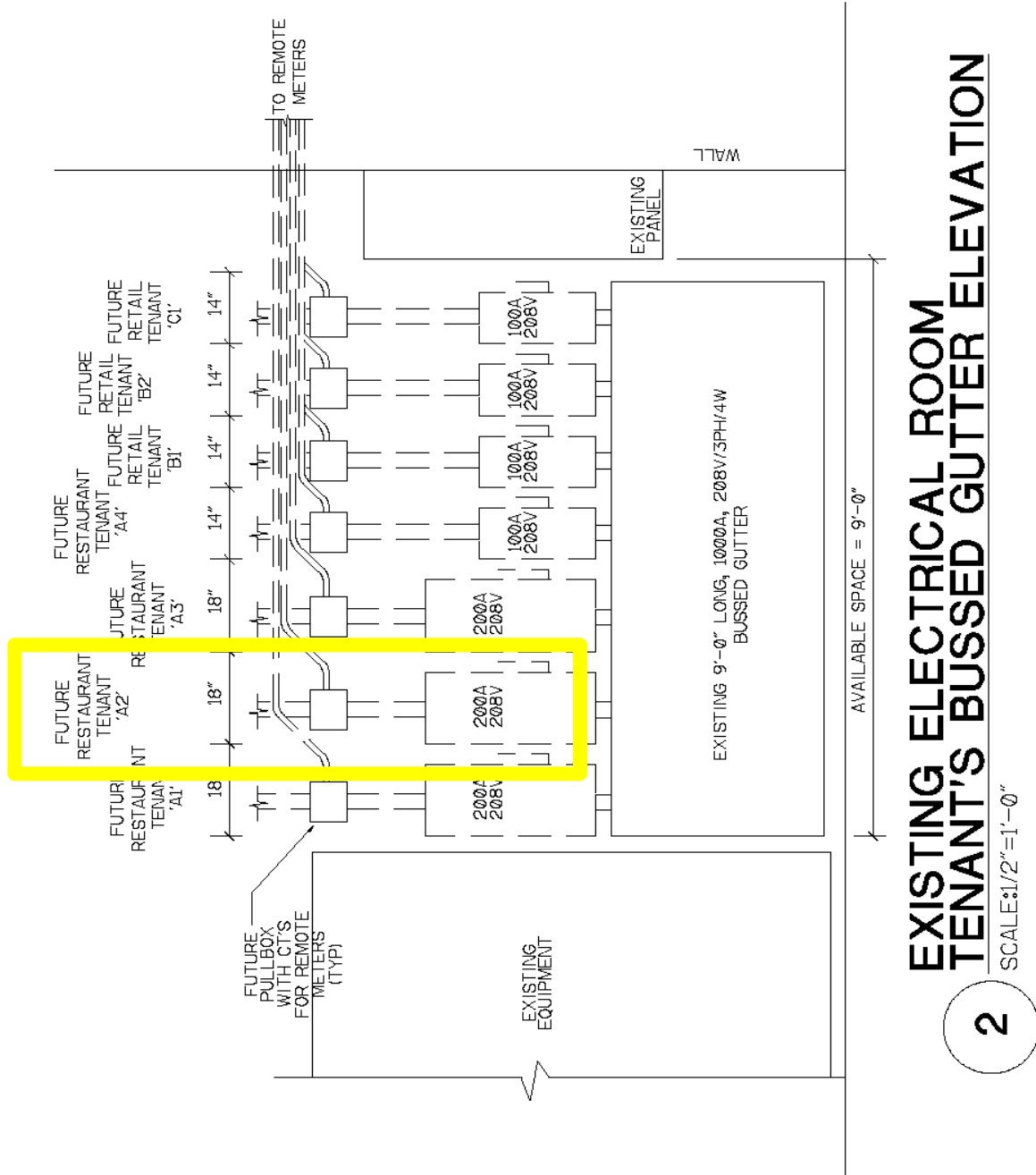


EXHIBIT I
BUILDING RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, but all rules and regulations shall be subject to a tenant's own lease. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
 - A. Not to use any equipment, machinery or advertising medium which may be heard outside the Premises.
 - B. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
 - C. Not to solicit business in the common or public areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common or public areas.
 - D. Except for packages delivered by small package couriers, not to receive or ship articles of any kind outside the designated lading area of the Building or other than during the designated loading times.
 - E. Not to employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties.
 - F. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls, or any other part of the Property.
 - G. Not to permit any signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord.
 - H. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
 - I. Not to permit or encourage any loitering in or about the Premises.
 - J. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.
 - K. Not to install or permit the installation of any writing for any purpose on the exterior or the Premises or the Building.
 - L. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
 - M. Not to bring in or keep any firearms in the Premises or the Building.
 - N. Not to purchase merchandise or service from a company or person whose repeated violations of building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants.
 - O. Not to bring any bicycles, motor scooters or other vehicles into the Building (except as permitted by those provisions of the Lease allowing use of the garage).
 - P. Not to install or permit the installation in the Premises of any coin-or token-operated vending machine or similar device in any areas of the Premises.

Q. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness and customer service in the community which it serves. Toward that end, Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Property.
3. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into or out of the Building, or due to the same being in or upon the Premises, shall be repaired by and at the sole cost of Tenant. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. All moving or furniture, equipment and other materials shall be under the direct control and supervision of Landlord who shall not, however, be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks adjacent to the Building any of Tenant's furniture, equipment or other materials delivered or deposited.
4. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.
5. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building Manager. Landlord may at its option require all persons admitted to or leaving the Building to register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons.
6. Tenant shall notify Landlord in writing of any necessary maintenance or repairs as defined in Section 8.2.

EXHIBIT J

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. No Obligation by the Federal Government

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Access to Records

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA City of McAllen Transit Department in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction

sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA City of McAllen Transit Department in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39 (i) (11).

D. Federal Changes

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

E. Civil Rights

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, - "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Disadvantaged Business Enterprise

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.09%.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of McAllen deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of McAllen. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
4. The contractor must promptly notify the City of McAllen, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of McAllen.

G. Incorporation of Federal Transit Administration (FTA) Terms

1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of McAllen requests, which would cause the City of McAllen to be in violation of the FTA terms and conditions.

H. Suspension and Debarment

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into by signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 - a. The certification in this clause is a material representation of fact relied upon by the City of McAllen. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of McAllen, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.
 - b. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. McAllen Transit Department or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

I. Energy Conservation

1. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. Distracted Driving

1. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

K. Seat Belt Use

1. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company - owned vehicles, company - rented vehicles, or personally operated vehicles. The terms “company-owned” and “companyleased” refer to vehicles owned or leased either by the Contractor

L. Prohibition of Certain Telecommunications Equipment

1. The Purchaser is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.K.

DATE SUBMITTED

04/29/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of an Agreement for Fiscal Year 2024-2025 TXDOT Allocation Funding.
2. Party Making Request: Mario Delgado
3. Applicant:
4. Nature of Request: **\$613,054 in TXDOT** funding has been awarded to Hidalgo County for public transit operations for this fiscal year. LRGVDC is the recipient of funds for our transit district. It was mutually agreed, that based on the current funding from TXDOT, we would split the funds 50/50 this year. This agreement will give the City of McAllen a total of \$306,527 in TXDOT funds.
5. Fiscal Impact Summary: The 556-0000-332-07-00-000000 State Grants/ LRGVDC revenue account will have an impact by TXDOT funding in the amount of \$306,527
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Angela Cano	Created/Initiated - 4/29/2025
Mario Delgado	Approved - 4/30/2025
Gerardo Noriega	Approved - 5/3/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Juan Olaguibel	Approved - 5/6/2025
Austin Stevenson	Final Approval - 5/6/2025
8. Staff Recommendation: The Transit Department is recommending approval of the funding split as recommended.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT

CITY OF McALLEN

MEMO

TO: Isaac J. Tawil, City Manager

FROM: Mario Delgado Ph. D., Transit Director *MD*

DATE: 04/29/25

SUBJECT: FY 2024-2025 TXDOT Allocation Funding Split

- **Goal** – To obtain funding available to offset operating expenses for the Metro McAllen Transit System.
- **Background** – \$613,054 in TXDOT funding has been awarded to Hidalgo County for public transit operations for this fiscal year. LRGVDC is the recipient of funds for our transit district. It was mutually agreed, that based on the current funding from TXDOT, we would split the funds 50/50 this year. This agreement will give the City of McAllen a total of \$306,527 in TXDOT funds.

Also, part of the agreement is that the City of McAllen and the LRGVDC will split the Federal Transit Administration Fiscal Year 2025 5307 allocation 50/50;

- **Options**
 - › **Option 1** – Execute a contract as recommended with the City receiving \$308,085 of the TXDOT funds. The LRGVDC is in agreement with the proposed funding split.
 - › **Option 2** – Disapprove the division of funds as recommended and explore other options.
- **Recommendation** – The Transit Department is recommending approval of the funding split as recommended.

**STATE/LOCAL GRANT AGREEMENT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
CITY OF MCALLEN**

**THE STATE OF TEXAS
THE COUNTY OF HIDALGO**

THIS GRANT AGREEMENT is made by and between the Lower Rio Grande Valley Development Council acting through the State of Texas, hereinafter called the “**LRGVDC**” and the City of McAllen, hereinafter called the “**SUBRECIPIENT**.”

W I T N E S E T H

WHEREAS, 49 U.S.C. §5307, authorizes the U.S. Secretary of Transportation to make grants to state governments to assist in financing capital projects that will benefit the country’s transit systems; and,

WHEREAS, the Governor of the State of Texas has designated the LRGVDC to receive State funds under the Section 5307 program for public transportation purposes; and,

WHEREAS, *Texas Transportation Code* Chapter 455, authorizes the LRGVDC to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code* Chapter 456; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2025 Grant Application for state financial assistance and Fiscal Year Certification and Assurances under the Texas Department of Transportation (TXDOT) each fiscal year grant period for consideration for new state and federal grants, and the Texas Transportation Commission approved TXDOT application by Minute Order Number(s); and,

WHEREAS, The Executive Director of the Lower Rio Grande Valley Development Council has approved the Subrecipient’s request for financial assistance through state funds allocated to the LRGVDC under the section 5307 program.

WHEREAS, The Subrecipient’s request for financial assistance through state funds allocated to the LRGVDC under the section 5307 shall cover eligible expenses from September 01, 2024, to August 31, 2025, or until allocated funding described in Attachment B is exhausted.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the LRGVDC and Subrecipient hereto agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective on 09/01/2024 and shall remain in effect until 08/31/2025, unless terminated or otherwise modified in an Amendment and the Subrecipient has submitted the Grant Application and Certification and Assurances to the State. Any cost incurred before or after the contract period shall be ineligible for reimbursement unless otherwise approved by the State and modified in an Amendment to extend the contract end date.

Grant associated with this agreement is STATE-U-2024-LRGVDC-00129.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Subrecipient shall complete the public transportation project described in the Grant Application, Attachment A - Approved Project Description, and Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.
- C. The Subrecipient shall carry out the public transportation project described in the Approved Project Description in accordance with the provisions of this grant agreement, federal and state law, and federal and state regulations as hereinafter referenced, including but not limited to 49 U.S.C. §5307 and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR Part 18).

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$613,054 and 0 Transportation Development Credits, if expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

- A. The LRGVDC's reimbursement to the Subrecipient is contingent upon the availability of appropriated funds. LRGVDC shall have no liability for any claim submitted by the Subrecipient or its subcontractors, vendors, manufacturers, or suppliers if sufficient state funds are not available to pay the Subrecipient's claims.
- B. To be eligible for reimbursement under this grant agreement, a cost must be incurred within the grant agreement period specified in Article 1, Grant period, and be authorized in Attachment A, Approved Project Description.
- D. Reimbursement of costs incurred under this grant agreement is further governed by cost principles outlined in applicable Federal Office of Management and Budget (OMB) publications as follows:
OMB Circular A-21, Cost Principles for Educational Institutions
OMB Circular A-87, Cost Principles for State and Local Governments
OMB Circular A-122, Cost Principles for Nonprofit Organizations
- E. Costs claimed by the Subrecipient shall be actual net costs, that is, the price paid minus any refunds, rebates or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred.
- F. The Subrecipient may submit requests for reimbursement to the LRGVDC no more frequently than monthly using invoice statements acceptable to the LRGVDC. Requests for reimbursement must be furnished to the State within forty-five (45) days of the end of the month during which the costs were incurred. Additional documentation to support any cost incurred during the billing period may be required at the discretion of the LRGVDC. As a minimum, each

billing must be accompanied by a summary by budget line item which indicates the total amount authorized for each line item, previous expenditures, current period expenditures and the balance remaining in the line item.

- G. The original and on copy of the invoice is to be submitted to the following address:

Lower Rio Grande Valley Development Council

ATTN: Finance Department

301 W. Railroad St.

Weslaco, Texas 78596

- H. The LRGVDC will make payment within thirty (30) days of the receipt of properly prepared requests for reimbursement, and reimbursement of expenditures from the state.
- I. The Subrecipient will submit a final billing within thirty (30) days of the completion or termination of the grant agreement in accordance with Article 1, Grant Period.
- J. The Subrecipient shall pay all subcontractors for work performed before the Subrecipient requests payment for the work performed by the subcontractor. The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all Subrecipient agreements. Failure to comply with any of the above requirements may cause withholding of payments to the Subrecipient.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. SUBCONTRACTS

The Subrecipient shall not enter into any subcontract with any individuals or organization for the purchase of equipment and/or services without prior authorization and consent to the purchase agreement by the State. Any subcontractors for professional services rendered by individuals or organizations not a part of the Subrecipient's organization shall not be executed without prior authorization and approval of the subcontract by the State and the LRGVDC. Subcontracts in excess of \$25,000 shall contain all required provisions of the Contract. No subcontract will relieve the Subrecipient of the responsibility under this Contract.

ARTICLE 6. RETENTION OF RECORDS

- A. The Subrecipient agrees to maintain all documents, reports, papers, accounting records, and other evidence pertaining to costs incurred under this agreement (the Records) at its office during the grant period and for four (4) years from the date of final payment under the grant. Such Records shall be made available during the specified period for inspection by the State, the U.S. Department of Transportation, and the Office of the Inspector General, LRGVDC, and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
- B. Records for nonexpendable property acquired with Federal or State funds shall be retained for four (4) years after final disposition of the property.
- C. If any litigation, claim, or audit is started before the expiration of the four-year retention period, the Records shall be retained until all litigation, claims, or audit findings involving the Records have been resolved.
- D. When Records are transferred to or maintained by the federal, state, LRGVDC, or sponsoring agency, the four-year retention requirement is not applicable to the Subrecipient.
- E. The Subrecipient further agrees to include these provisions in each subcontract.

ARTICLE 7. SINGLE AUDIT REQUIREMENTS

Subrecipient audit procedures shall meet or exceed the single audit requirements outlined in Office of Management and Budget (OMB) publications as follows:

- Audits of States, Local Governments, and Non-Profit Organizations **OMB Circular A-133**

ARTICLE 8. FINANCIAL MANAGEMENT SYSTEM & REPORTING

The Subrecipient's financial management system shall meet or exceed the requirements of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (49 CFR Par 18.20) and/or Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (49 CFR Part 19.21). Those requirements include, but are not limited to:

- A. Accurate, current, and complete disclosure of the financial results of each grant program in accordance with LRGVDC, State, and Federal reporting requirements.
- B. Records which adequately identify the source and application of funds for grant supported activities. These records shall contain information pertaining to grant awards and authorization, obligations, commitments, assets, liabilities, outlays and income.
- C. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Comparison of actual budget with budgeted amounts for each grant agreement, and relation of financial information to performance or productivity data, including the production of unit cost information, whenever appropriate and required by the State.
- E. Procedures for determining the eligibility for reimbursement and proper allocation of costs.
- F. Accounting records which are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.
- H. The subrecipient shall make all accounting records available for inspection and review.
- I. All subrecipient requests for reimbursement shall comply with the most current Texas Department of Transportation requirements.
- J. The subrecipient will be responsible for all reporting for State and Federal purposes, such as: NTD, PTN, etc.

ARTICLE 9. PROCUREMENT STANDARDS

Subrecipient procurement standards shall meet or exceed the requirements of the “Uniform” Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (49 CFR Part 18.36) and/or “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” (49 CFR 19.40-19.48), and FTA Circular FTA C 4220.1D, including standards for competitive procurements; methods of procurement; contracting with small and minority firms, women’s business enterprise and labor surplus area firms; contract cost and price; awarding agency review; insurance and bonding. The Subrecipient’s procurement system must include but not be limited to the following procurement standards:

- A. Procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this section.
- B. A contract administration system which ensures that Subrecipients perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. A written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts. No employee, officer, or agency of the Subrecipient shall participate in selection or in the award or administration of a contract supported by LRGVDC, State or Federal funds if a conflict of interest, real or apparent, would be involved.
- D. A process for review of proposed procurements to avoid purchase of unnecessary or duplicative items.
- E. Use of state and local intergovernmental agreements for procurement or use of common goods and services to foster greater economy and efficiency.
- F. Use of value engineering clauses in contracts for construction projects.
- G. Awards made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- H. Records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I. Limited use of time-and-materials contracts.
- J. Use of good administrative practice and sound business judgment to settle contractual and administrative issues arising out of procurements.
- K. Protest procedures to handle and resolve disputes relating to procurements and prompt disclosure to the LRGVDC of information regarding the protest.
- L. Procurement transactions conducted in a manner that provides full and open competition.
Upon procurement of items under this grant agreement, the Subrecipient shall submit to the State a list of all bidders and subcontractors that quoted on the procured items. The Subrecipient shall submit the list with their requests for reimbursements and must include names, addresses, telephone numbers, and type(s) of work quoted.

ARTICLE 10. REAL PROPERTY MANAGEMENT

- A. The Subrecipient will comply with management standards set forth in the “Uniform Administrative Requirements for Grants and Cooperative Agreements to the State and Local Governments” (49 CFR Part 18.31) and/or “Uniform

City of McAllen Transit Agreement, FY2025

Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (49 CFR 19.32) acquisition, use, and disposition of real property acquired under the grant.

- B. The LRGVDC must concur in the award of all purchase orders for non-expendable personal property as defined in 49 CFR 18.31 and 49 CFR 19.32.

ARTICLE 11. EQUIPMENT MANAGEMENT

- A. The Subrecipient will comply with State management standards and with management standards specified in the “uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (49 CFR Part 18.32) and/or “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” (49 CFR 19.34) in the control, use, and disposition of equipment acquired under this grant.
- B. Management standards include:
 - I. Subrecipient shall record the State’s security interest as a lien on the certificate of title of the vehicle at the time of purchase in accordance with Transportation Code, Chapter 501.
 - II. Maintain equipment records that include a description of the equipment; a serial number or other identification number; the source of equipment; who holds title; the acquisition date and cost of the equipment; percentage of federal and state participation in the cost of the equipment; the location, use and condition of the equipment; maintenance history for each vehicle; and ultimate disposition data including the date of disposal and sale price.
 - III. Conduct a physical inventory of the equipment at least once every two (2) years and reconcile the inventory with equipment records described in the preceding paragraph.
 - IV. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated.
 - V. Develop and follow procedures to keep the equipment maintained and in good condition. As a minimum, the Subrecipient shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to the LRGVDC upon request.
 - VI. Request disposition approval and instructions from the State, and if authorized to sell the equipment, use proper sales procedures to insure the highest possible return.
- C. The Subrecipient will comply with Title 43, Texas Administrative Code, §31.53, to protect the public investment in real property and equipment purchased in whole or in part with state or federal funds.
- D. In the event that project equipment is not used in the proper manner or is withdrawn from public transportation services, the Subrecipient shall immediately notify the LRGVDC. The LRGVDC reserves the right to direct the sale or transfer of property acquired under this grant agreement upon determination by the LRGVDC that said property has not been fully or properly used.
- E. When original or replacement equipment acquired under a grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal or state agency, the Subrecipient shall contact the LRGVDC to request authority to dispose of the equipment, and the LRGVDC shall issue disposition instructions in accordance with 49 CFR Part 18.32 and/or 49 CFR Part 19.34.
- F. All vehicles purchased under this grant agreement shall comply with the Motor Vehicle Safety Standards established by the U.S. Department of Transportation.
- G. All vehicles purchased under this grant agreement shall comply with all federal motor vehicle anti-pollution requirements.
- H. All vehicles purchased under this grant agreement shall comply with the bus testing requirements set forth at 49 USC 5323(c) and 49 CFR 665.
- I. The Subrecipient shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the Federal, State, or LRGVDC interest in any project facility or equipment; nor shall the Subrecipient by any act or omission of any kind adversely affect the Federal, State, or LRGVDC interest or impair its continuing control over the use of project facilities or equipment.
- J. The Subrecipient shall comply with requirements set forth at 49 USC 5323(1) and 49 CFR 663 regarding pre-award and post-delivery audit requirements.
- K. Irrespective of coverage by insurance, unless otherwise approved in writing by the State, in the event of loss or damage to project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.

- L. In the event of loss due to casualty or fire, straight line depreciation of the asset, based on the industry standard for a useful life, shall be considered fair market value unless otherwise approved by the State.
- M. The Subrecipient shall notify the LRGVDC immediately of theft, wreck, vandalism or other destruction of project-related facilities or equipment.

ARTICLE 12. VEHICLE INSURANCE REQUIREMENTS

The Subrecipient shall maintain at least the minimum insurance on all vehicles and other nonexpendable personal property as required by the insurance regulations of the State of Texas.

ARTICLE 13. BUY AMERICA

The Subrecipient agrees to comply with applicable Buy America requirements set forth in 49 U.S.C. 5323(h)(j) and 49 CFR Part 661.

ARTICLE 14. COORDINATION

According to Title 43 of the *Texas Administrative Code* §31.49, the Subrecipient will at all times coordinate the provision of public transportation services with other transportation operators, both public and private, in the area. The Subrecipient will furnish, no later than thirty (30) days after execution of this contract, and thereafter no later than the 10th day of each month, a written log listing all agencies, organizations, and individuals, whether public or private, with which the Subrecipient has made contact regarding transportation service during the previous 30 days, including, but not limited to topics concerning projects, events, programs, routes, the establishment of transit stations, and expansion of service. The log will contain the name of the contact, the contact person, a phone number, email address, and purpose of the contact. The Subrecipient will furnish the LRGVDC copies of any agreement resulting from such coordination. Agreements which authorize the payments of project funds to another entity are subject to the approval requirements described in Article 5, Subcontracts.

ARTICLE 15. LABOR PROTECTION PROVISIONS

- A. The Subrecipient agrees to undertake, carry out and complete the project under the terms and conditions determined by the Secretary of the United States Department of Labor to be fair and equitable to protect the interests of employees affected by the project and meeting requirements of 49 U.S.C. 5333(b). The Subrecipient shall maintain documentation of compliance efforts in accordance with retention and accessibility requirements set forth in Article 6, Retention of Records.
- B. The Subrecipient agrees to the comply with applicable transit employee protective requirements as required under the Transit Employee Protective Agreements as set forth under 49 U.S.C. §5310, §5311, and §5333 and 29 CFR Part 215.
- C. If applicable, the Subrecipient shall comply with the labor protection provision as listed below. The Subrecipient agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the area of the project:
 - I. The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project.
 - II. All rights, privileges, and benefits (including pension's rights and benefits) of employees (including employees already retired) shall be preserved and continued.
 - III. The Subrecipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project.
 - IV. In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee.
 - V. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405 (b) of the Rail Passenger Service Act of 1970 on April 16, 1971. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation

- of, during, and subsequent to the project.
- VI. In the event any provision of these conditions is held to the invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.
 - VII. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.
 - VIII. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph.
 - IX. The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall also specify the terms and conditions set forth herein for the protection of employees.

ARTICLE 16. CHARTER AND SCHOOL BUS OPERATIONS

- A. The Subrecipient, or any subcontractor acting on its behalf, shall not engage in charter bus operations outside the project area within which it provides regularly scheduled public transportation service, except as provided under Section 3(f) of the Federal Transit Act of 1964, as amended, 49 U.S.C. 1602(f), and regulations pertaining to Charter bus Operations, set forth at 49 CFR Part 604 and any amendments that may be issued. Any subcontract entered into under these regulations is incorporated into this Contract by reference.
- B. The Subrecipient, or any subcontractor acting on its behalf, shall not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act of 1964, as amended, 49 U.S.C. 1602(g) and regulations pertaining to School bus Operations, set forth at 49 CFR Part 605 and any amendments thereto that may be issued. Any subcontract entered into under these regulations is incorporated into this Contract by reference.

ARTICLE 17. MONITORING

- A. The LRGVDC will monitor the progress of the project authorized in this agreement using appropriate and necessary inspections, including but not limited to periodic reports, physical inspections of project facilities, telephone conversations, letters, and conferences.
- B. The LRGVDC shall monitor and conduct fiscal and/or program audits of the Subrecipient and its contractors to verify the extent of services provided under the terms of the grant agreement. Representatives of the State or Federal government shall have access to project facilities and records at all reasonable times.
- C. The LRGVDC, the Texas Department of Transportation and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the progress of the grant hereunder and the project premises.
- D. If any inspection or evaluation is made on the premises of the Subrecipient or a subcontractor, the Subrecipient shall provide and require the subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the project.

ARTICLE 18. REPORTS

- A. The Subrecipient shall submit brief narrative including but not limited to procurement milestones, including date of purchase order, vendor name and location, and estimated delivery date. Periodic reports shall thereafter include but not be limited to documentation of the status of the procurement and the progress of the project. The LRGVDC shall specify the information needed, the format, and the frequency of the report. The Subrecipient shall promptly advise the LRGVDC in writing if at any time the progress of the project will be negatively or positively impacted, including:
 - I. Problems, delays or adverse conditions that will materially affect the Subrecipient's ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, by the Subrecipient and any LRGVDC assistance needed to resolve the situation.
 - II. Favorable developments or events that will enable the Subrecipient to meet time schedules and goals sooner than anticipated or produce more work units than originally projected.

- B. Every other year, or more frequently when instructed by the LRGVDC, the Subrecipient shall conduct a physical inventory of grant-supported property as set forth in Article 11, Equipment Management, and furnish the LRGVDC a copy of the inventory.
- C. The Subrecipient shall develop performance goals and management objectives in accordance with Title 43, *Texas Administrative Code*, §31.36.
- D. The Subrecipient shall maintain written maintenance records for each grant-supported vehicle, and shall make such records available to the LRGVDC upon request. As a minimum, the Subrecipient shall comply with the manufacturer's recommended maintenance schedule.

ARTICLE 19. DISPUTES AND REMEDIES

- A. The Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of the grant.
- B. Any dispute concerning the work hereunder, additional costs, or any other non-procurement issue shall be submitted for resolution by informal mediation, in accordance with the requirements of the Governmental Dispute Resolution Act, Chapter 2009, Government Code.
- C. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.
- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Subrecipient, to the extent the Federal Government deems appropriate.
- C. The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 21. TERMINATION

- A. The LRGVDC may terminate this grant agreement at any time before the date of completion whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant agreement. The LRGVDC shall give written notice to the Subrecipient at least thirty (30) days prior to the effective date of termination and specify the effective date of termination, the reason for the termination, and other termination instructions.
- B. If both parties to this grant agreement agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date. In the event that both parties agree that resumption of the grant is warranted, a new grant agreement must be developed and executed by both parties.
- C. Either the LRGVDC or the Subrecipient may terminate this agreement by giving notice in writing one to the other for reasons of its own and not subject to the approval of the other party. In the event of termination for convenience, neither the LRGVDC nor the Subrecipient shall be subject to additional liability except as otherwise provided in this agreement.
- D. Upon termination of this grant agreement, whether for cause or at the convenience of the parties hereto, title to all property and equipment remains with the Subrecipient subject to the obligations and conditions set forth in this grant agreement and 49 CFR 18.31 and 18.32, unless the state or federal funding agency issue disposition instructions to the contrary.
- E. In the event of termination, the LRGVDC may compensate the Subrecipient for those eligible expenses incurred during

the grant period which are directly attributable to the completed portion of the grant covered by the grant agreement, provided that the grant has been completed in accordance with the terms of the grant agreement. The Subrecipient shall not incur new obligations for the terminated portion after the effective date to termination.

- F. Except with respect to defaults of subcontractors, the Subrecipient shall not be in default by reason of any failure in performance of this grant agreement in accordance with its terms (including any failure by the Subrecipient to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Subrecipient. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient.

ARTICLE 22. CIVIL RIGHTS

- A. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contact:
 - I. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,;” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,;” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activated undertaken in the course of the Project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
 - II. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA ma issue.
 - III. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity commission, “Regulations to Implement to Equal Employment Provisions of the Americans with Disabilities Act, “29 CFR part 1630, pertaining the employment of persons with disabilities. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
- C. The Subrecipient also agrees to include these requirements in each subcontract financed in whole part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE 23. NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Subrecipient agrees that no otherwise qualified person with disability (ies) shall, solely by reason his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the project. The Subrecipient shall insure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations set forth at 49 CFR 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

It is the policy of the United States Department of Transportation (USDOT) the Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE and the Department DBE Program requirements of 49 CFR Part 26 applies to this Contract as follows:

- A. The Subrecipient and any subcontractor will offer DBE's, as defined in 49 CFR Part 26 Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Subrecipient shall make a good faith effort to meet the DBE goal for this contract.
- B. The Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds. The Subrecipient and any subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts.
- C. These requirements shall be physically included in any subcontract.
- D. The percentage goal for Disadvantaged Business Enterprise participation in the activities to be performed under the Contract is a minimum of 8.60% of the Contract dollars available for contracting opportunities as set forth in 49 CFR Part 26.
- E. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, after the notification of the LRGVDC, may result in termination of the contract by the State or other such remedy as the LRGVDC deems appropriate.

ARTICLE 25. AFFIRMATIVE ACTION

The Subrecipient warrants that affirmative action programs as required by the rules and regulations of the Secretary of Labor 41 CFR 60-1 and 60-2 have been developed and are on file.

ARTICLE 26. CONTROL OF SUBSTANCE ABUSE

The Subrecipient agrees to comply with the terms of 49 CFR Parts 40 and 655. The requirements shall include but not be limited to:

- A. Producing any documentation necessary to establish its compliance with 49 CFR Parts 40 and 655.
- B. Permitting any authorized representative of the U.S. Department of Transportation, State, or LRGVDC to inspect the facilities, testing processes and procedures, and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655.
- C. The Subrecipient will certify compliance with 49 CFR Parts 40 and 655 on or before each monitoring period, using the certification form furnished by the State.

ARTICLE 27. FEDERAL PRIVACY ACT

The Subrecipient will comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC §552a. The Subrecipient will not operate a system of records of the federal government without the express consent of the LRGVDC, State, and Federal Government.

- A. The Subrecipient understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying grant agreement.
- B. The Subrecipient also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

ARTICLE 28. SPECIAL PROVISIONS FOR CONSTRUCTION OR REPAIR CONTRACTS

The Subrecipient agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333 (1999) as supplemented by Department of Labor regulations 29 C.F.R. § 5 (1999) and 29 CFR § 1926 (1998).

- A. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- B. The Subrecipient agrees to comply with provisions of the Davis-Bacon Act (40 USC 176a to 9-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. The terms of the department of transportation regulations "Uniform Relocation and real Property Acquisition for

City of McAllen Transit Agreement, FY2025

federal and Federally Assisted Programs” 49 CFR Part 25 are applicable to this Contract.

- D. The Subrecipient shall cause to be erected at the site of construction, and maintained during construction, signs satisfactory to the State and the United States Department of Transportation identifying the project and indicating that the Government is participating in the development of the project.

ARTICLE 29. NO OBLIGATION BY THE FEDERAL GOVERNMENT.

- 1 The Purchaser and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2 The Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 30. CLEAN AIR AND WATER

Federal Clean Air Requirements – (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, the Subrecipient agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Clean Water Requirements – (1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Subrecipient agrees to report each violation as required to assure notification to FTA and the appropriate EPA regional Office. (2) The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE 31. ENERGY EFFICIENCY

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 32. PROHIBITED ACTIVITIES

- A. Neither the Subrecipient nor any subcontractor shall use federal or state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress or the Texas Legislature.
- B. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this grant agreement or to any benefit arising therefrom.
- C. No member, officer or employee of the Subrecipient during his tenure or one year thereafter shall have any interest, in this grant agreement or the proceeds thereof.
- D. Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation (TxDOT) shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the LRGVDC under this grant agreement. The only exception allowed are ordinary business lunches and items that have received the advanced written approval of LRGVDC Executive Director. Any persons doing business with or who may reasonably speaking do business with the LRGVDC under this grant agreement may not make any offer of benefits, gifts or favors to LRGVDC employees, except as mentioned here above. Failure on the part of the Subrecipient to adhere to this policy may result in the termination of this grant agreement.
- E. The Subrecipient will comply with *Texas Government Code*, Chapter 573, by ensuring that no office, employee or member of the Subrecipient’s governing board of the Subrecipient’s contractors or subcontractors shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years prior to the election or appointment of the officer, employee, governing body member related to such person in the prohibited degree.

ARTICLE 33. PUBLIC INFORMATION

The Subrecipient will insure that all information collected, assembled or maintained by the applicant relative to this project shall

City of McAllen Transit Agreement, FY2025

be available to the public during normal business hours in compliance with *Texas Government Code*, Chapter 552 unless otherwise expressly provided by law.

ARTICLE 34. OPEN MEETINGS

The Subrecipient will comply with *Texas Government Code*, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 35. DEBT TO THE STATE

If the comptroller is currently prohibited from issuing a warrant to Subrecipient because of a debt owed to the state, then the Subrecipient agrees that any payment owing under the contract will be applied towards the debt or delinquent taxes until the debt or delinquent taxes are paid in full.

ARTICLE 36. INDEMNIFICATION

- A. To the extent permitted by law, the Subrecipient shall indemnify and save harmless the LRGVDC from all claims and liability due to activities of its agents, employees or volunteers performed under this agreement and which result from an error, omission or negligent act of the Subrecipient or of any person employed by the Subrecipient.
- B. To the extent permitted by law, the Subrecipient shall also save harmless the LRGVDC from any and all expenses, including attorney fees, which might be incurred by the LRGVDC in litigation or otherwise resisting said claim or liabilities which might be imposed on the LRGVDC as a result of activities by the Subrecipient, its agents, employees or volunteers.
- C. To the extent permitted by law, the Subrecipient agrees to protect, indemnify, and save harmless the LRGVDC from and against all claims, demands and causes of action of every kind and character brought by any volunteer or employee of the Subrecipient against the LRGVDC due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subrecipient.
- D. The Subrecipient acknowledges that it is not an agent, servant or employee of the LRGVDC and that it is responsible for its own acts and deeds and for those of its agents, employees or volunteers during the performance of the grant agreement.

ARTICLE 37. INTELLECTUAL PROPERTY RIGHTS

If any invention, improvement or discovery of the Subrecipient or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this grant, which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country; and if said invention, improvement or discovery has not already become the property of the LRGVDC, the Subrecipient shall immediately notify the LRGVDC and provide a detailed report. The rights and responsibilities of the LRGVDC, the Subrecipient, any subcontractor and the United State Government with respect to such invention will be determined in accordance with applicable laws, regulations, policies and any waivers thereof. Further, the Subrecipient shall comply with the provisions of 41 CFR, Part 1-9. The LRGVDC, State, and the U.S. Department of Transportation shall have the royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

ARTICLE 38. COMPLIANCE WITH LAWS

The Subrecipient shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this grant, including without limitation workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws, and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the LRGVDC with satisfactory proof of compliance therewith.

ARTICLE 39. PATENT RIGHTS

If any invention, improvement or discovery of the Subrecipient or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project, which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country; and if said invention, improvement or discovery has not already become the property of the LRGVDC under Article 16.C above; the Subrecipient shall immediately notify the LRGVDC and provide a detailed report. The rights and responsibilities of the Subrecipient, subcontractors and the United States Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof. Further, the Subrecipient shall comply with the provisions of 41 CFR, Part 1-9.

ARTICLE 40. COPYRIGHTS

The LRGVDC, State and the United State Department of Transportation shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

ARTICLE 41. NONCOLLUSION

The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for the firm, to solicit or secure this grant, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this grant. If the Subrecipient breaches or violates this warranty, the LRGVDC shall have the right to annul this agreement without liability or, at its discretion, to deduct from the grant price or consideration, or otherwise recover, the full of such fee, commission, brokerage fee, gift, or contingent fee.

ARTICLE 42. RESTRICTIONS ON LOBBYING

Pursuant to Section 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20, Subrecipients who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20 which generally prohibits recipients of federal funds from using those monies for lobbying purposes. When applicable, the Subrecipient will furnish the State required certification.

ARTICLE 43. SUSPENSION AND DEBARMENT

The terms of the Department of Transportation regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," set forth in Executive Order 12549 and implemented by 49 CFR Part 29, are applicable to this grant agreement. Furthermore, any contractor employed by the Subrecipient is also bound by the terms of 49 CFR Part 29 and must complete a Lower Tier Participant Debarment Certification. The Subrecipient warrants that the debarment certification furnished as part of the application is current and valid.

ARTICLE 44. PROGRAM INCOME

Except for income from royalties and proceeds from the sales of real property or equipment, the Subrecipient shall retain program income and apply such income to allowable capital or operating expenses. Program income from royalties and proceeds from sale of real property or equipment shall be handled as specified in 49 CFR Part-18 – Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments, Sections 18.25 Program Income; 18.31 Real Property; 18.32 Equipment; and 18.33 Supplies or 40 CFR Part-19-Uniform Administrative Requirements For Grants And Agreements With Institutions OF Higher Education, Hospitals, And Other Non-Profit Organizations, Sect. 19.24 Program income, 19.32 Real property, 19.33 Federally-owned and exempt property, and 19.34 Equipment.

- A. The Subrecipient shall comply with standards governing the receipt and application of program income as set forth in 49 CFR 18.25, Program Income. Program income means gross income received by the Subrecipient directly generated by a grant supported activity or earned only as a result of this grant agreement during the time period specified in Article 1, Grant Period.
- B. Program income includes income from fees for service performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in federal regulations, program income does not include grant funds, rebates, credits, discounts, refunds, and the interest earned on any of these receipts.

ARTICLE 45. SUCCESSORS AND ASSIGNS

The Subrecipient binds himself, his successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer his interest in this agreement without the written consent of the State.

ARTICLE 46. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 47. CHANGES IN FEDERAL REGULATIONS

As a recipient of federal funds, the Subrecipient is required to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (6) dated *City of McAllen Transit Agreement, FY2025*

October, 1999) between the LRGVDC, State, and FTA, as they may be amended or promulgated from time to time during the term of this grant agreement. The subrecipient's failure to so comply shall constitute a material breach of this grant agreement.

ARTICLE 48. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 49. INCORPORATION OF FEDERAL REQUIREMENTS

This grant agreement includes terms and conditions required by the U.S. Department of Transportation. The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) request which would cause (name of grantee) to be in violation of the FTA terms and conditions.

ARTICLE 50. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this agreement and that he/she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Lower Rio Grande Valley Development Council board of directors.

Executed as the first date mentioned above:

RECIPIENT:

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

By: 
Manuel Cruz,
Executive Director

SUBRECIPIENT:

CITY OF MCALLEN

By: _____
Isaac J. Tawil
City Manager

Date: _____

Date: _____

ATTACHMENT A

Approved Project Description

As presented in Lower Rio Grande Valley Development Council's (LRGVDC) FY24-25 Grant Application for the McAllen area, McAllen Transit System will provide public transportation within the urban transit district service area.

The Lower Rio Grande Valley Development Council will release state funds to the City of McAllen to subsidize the operating expenses of the McAllen Transit System. The Interlocal Agreement must be signed by the Lower Rio Grande Valley Development Council and the City of McAllen and must be approved by the Texas Department of Transportation District Office in Pharr before any disbursements of the funds are released.

Transit providers shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department (TxDOT).

ATTACHMENT B

City of McAllen Transit
Fiscal Year 2025 PROGRAM BUDGET

Administrative Cost (Cost to be absorbed by the City of McAllen)	\$0.00
State Funds for Operations	\$306,527
Estimated Local Match Contribution (City of McAllen)	\$0.00
Total Budget	\$306,527

General Information

Application Instructions

Application Instructions

Agency Name

Lower Rio Grande Valley Development Council

Person to be contacted regarding **this** application

First Name *

Nancy

Last Name *

Sanchez

Phone Number *

(956) 969-5761

Email Address *

nsanchez@lrgvdc.org

By checking this box, you are indicating that the service profile for this organization is accurate. *

☒

Project Service Area *

☒Urban

☐Rural

If "Urban" is selected, please select the urbanized area.*

McAllen

General Information

1. Describe the proposed project(s) for which the funds will be used. *

The Lower Rio Grande Valley Development Council (LRGVDC) proposes this project through its transit department, Valley Metro, aimed at enhancing public transportation services within the McAllen Urbanized Transit District Service Area and Hidalgo County. This initiative addresses critical community needs by providing reliable and accessible transit options for diverse populations, including elderly individuals, persons with disabilities, veterans, students, and the general public.

Key Components of the Project include:

- Continuation of flexible fixed routes that can deviate to accommodate passenger requests, ensuring personalized service and increased accessibility.
- Continuation of dedicated commuter bus routes connecting various cities within Hidalgo County, including Rio Grande City through transfer hub, to facilitate seamless regional transportation.
- Continued on-demand transport options offering flexible scheduling for personalized pick-up and drop-off within defined service areas, supporting individualized transit needs.

Operational Hours and Coverage:

- Hidalgo County: Service Type: Flexible routes with deviations
- Services will operate Monday through Saturday, from approximately 6:00 AM to 8:30 PM, aligning with commuter and daily activity schedules.
- Coverage spans key urban areas across Hidalgo County, encompassing municipalities such as Alamo, Alton, Donna, Edcouch, Elsa, Edinburg, La Blanca, La Joya, Mercedes, Mission, Palmhurst, Palmview, Pharr, San Carlos, San Juan, Sullivan City, Weslaco, and Rio Grande City.

Transit Transfer Hub:

Many of LRGVDC Urban transit routes connect to other agency routes through the McAllen Central Station. McAllen serves as the primary hub for seamless transfers between different transit routes and services, enhancing connectivity and transit efficiency.

Budget Allocation:

The project requires total funds of \$613,054 allocated as follows:
\$593,054 - Operating - 30.09.01
\$20,000 - Preventive Maintenance - 11.7A.00

2. Describe how the need/demand for the proposed project(s) was determined. *

The necessity for Urban transportation services is determined through assessment of several factors:

1. Demand within service areas: The specific transportation needs of residents in urban regions.
2. Service modes: The types of services provided, such as demand response, commuter services, and flexible routes.
3. Days and hours of service: The availability of transportation services throughout the week and during specific hours.
4. Vehicles in operation: The number and capacity of vehicles required to meet service demands.
5. Un-linked passenger trips: The number of individual passenger trips made within the system.

The strategic direction for urban public transportation in Hidalgo County with transfer hubs connecting Cameron, Willacy, Starr, and Zapata counties is guided by:

- Regional Public Transportation Coordination Plan: A comprehensive framework for coordinating public transportation services in the region.
- Valley Metro Operations Analysis & Service Plan: A detailed study conducted in 2013 by the Texas A&M Transportation Institute, which provides insights and recommendations for service improvements and expansions.

Demand:

There has been a dramatic increase in ridership, highlighting the growing demand for transportation services. Overall agency ridership increased from 51,000 un-linked passenger trips in FY 2007 to 631,030 in FY 2023 across the Valley Metro public transportation service areas. The deviated fixed routes and other transportation services cater to a diverse range of users, including the elderly, Persons with disabilities Veterans, Students, and the general public.

3. Describe the anticipated benefits of the project. *

The benefits of providing public transportation services within the urbanized zoning areas of the Transit District include, but are not limited to:

1. *Healthcare Access:* The project will provide reliable transportation for residents to reach medical facilities, ensuring they can attend appointments and receive necessary treatments.

2. *Employment Opportunities:* Improved transportation services will facilitate commuting, expanding job opportunities for residents and contributing to local economic growth.

3. *Educational Access:* Students will have dependable means to attend schools, colleges, and training centers, supporting their educational and professional development.

4. *Increased Mobility for Vulnerable Populations:* Veterans, Elderly and Persons with Disabilities,

5. *Community and Economic Development:* By improving access to shopping centers and commercial areas, the project will support local businesses and stimulate economic activity. Residents will also have better access to government and community services, promoting civic engagement and community development.

6. *Environmental Benefits:* By providing efficient public transportation options, the project will help reduce the number of individual car trips, decreasing traffic congestion in rural areas. Increased use of public transportation will contribute to lower greenhouse gas emissions and improved air quality.

7. *Improved Quality of Life:* Enhanced transportation services will foster social inclusion by enabling residents to participate in community events, social activities, and family gatherings.

8. *Safety and Reliability:* Providing safe and reliable transportation options will increase the overall quality of life for rural residents, ensuring they can travel without undue stress or difficulty.

4. Identify and describe methods to procure goods and/or services related to this project.

Not applicable

5. If vendors have been previously selected, complete the following.

Vendor Name	Description of goods/services
-------------	-------------------------------

6. Is the proposed project consistent with continuing, cooperating, and comprehensive regional transportation planning implemented in accordance with 49 U.S.C. §5301? *

☒ Yes	☐ No
Attachments	
Upload any additional documents relevant to this application per the application's instructions.	
Description	Upload
LRGVDC Valley Metro system map	Valley Metro SystemMap.pdf

Vehicle and Other Capital Projects

Vehicle Projects

Vehicle projects include the purchase, rebuild and overhaul of vehicles.

1. Are Vehicle Capital expenses parts of the proposed project? *
- Yes ☐ No ☒
- ☒ Yes No

Other Capital

Other Capital includes, but is not limited to: shop equipment, communication and computer equipment, hardware and/or software, preventive maintenance, purchase of service, and other miscellaneous equipment. (Program limitations may apply.)

5. Are Other Capital expenses part of the proposed project description? *
- ☒ Yes No
6. Describe the scope of the Other Capital project in detail. *
- The primary objective of the preventive maintenance component is to ensure that all vehicles and equipment in our public transportation system are kept in optimal working condition. This proactive approach aims to extend the lifespan of assets, reduce downtime, enhance safety, and improve the reliability of transportation services. Activities include:*
- 1. Routine Inspections:*
- Conduct regular inspections on a scheduled basis (e.g., daily, weekly, monthly).*
 - Check critical vehicle systems, including brakes, tires, lights, engine components, and safety features.*
 - Maintain detailed records of inspection results and any actions taken.*
- 2. Scheduled Servicing:*
- Perform oil and filter changes at manufacturer-recommended intervals.*
 - Rotate and balance tires, check tread depth, and replace tires as needed.*
 - Regularly inspect brake pads, rotors, and fluid levels, and perform necessary maintenance.*
 - Monitor and top up essential fluids, including coolant, transmission fluid, and brake fluid.*
- 3. Repairs and Replacements:*
- Address minor issues promptly to prevent them from escalating into major problems.*
 - Replace worn-out or damaged parts, such as belts, hoses, filters, and batteries.*
 - Undertake major repair work as identified during inspections or as needed to ensure vehicle safety and performance.*
- 4. Facility Maintenance:*
- Regularly maintain facilities where vehicles are stored and serviced, ensuring they are clean, safe, and well-equipped.*
 - Service and maintain all tools and equipment used in vehicle maintenance to ensure they are in good working order.*
- 5. Safety Checks:*
- Conduct regular safety checks to ensure all vehicles meet federal, state, and local safety standards.*
 - Provide ongoing training for maintenance staff on the latest best practices and safety protocols.*
- 6. Performance Monitoring:*
- Track key performance indicators such as vehicle uptime, maintenance costs, and service reliability.*
 - Use performance data to identify areas for improvement*
7. Describe the need for the Other Capital project. Specifically, identify how the project was selected and what service improvements and/or project benefits are to be addressed. *
- Our organization places a critical emphasis on preventive maintenance to enhance operational efficiency, reduce costs, ensure asset reliability, and maintain superior service standards. By strategically selecting and implementing this project, we aim to secure lasting benefits while safeguarding our infrastructure and equipment investments.*
- Service Improvement Goals:*
- LRGVDC is committed to delivering exceptional customer service by improving on-time service performance, reducing scheduled missed trips, and enhancing overall customer satisfaction. These efforts will lead to improved vehicle safety, fewer roadside breakdowns, and minimized major repairs.*
- Impact and Benefits:*
- Securing this grant will enable LRGVDC to uphold uninterrupted transportation access, eliminating downtime or delays due to mechanical failures. This is crucial for ensuring reliable transit services for our target population, including low-income individuals and the general public. These services provide vital access to employment opportunities, medical facilities, educational services, and various other essential resources.*
- Additional Information:*
- Detailed information about routes and services offered can be accessed through our brochures and online at <http://www.lrgvdc.org/valleymetro/index.html>.*

Attachments

Upload any additional documents relevant to this application per the application's instructions.

Description	Upload
-------------	--------

Obligation Certification

As an authorized official of the *Lower Rio Grande Valley Development Council*

I certify to the following:

1. The information presented in the application is true and accurate to the best of my knowledge.
2. I have not intentionally made any misstatements or misrepresented the facts.
3. The organization has the resources and technical capacity to support the project.
4. The organization has the resources and technical capacity to provide the required match.
5. The organization uses generally accepted accounting standards for its financial recordkeeping functions.
6. The organization will participate in a continuous, comprehensive dialogue throughout the life of the project.

This includes but is not limited to:

- On-Site monitoring by TxDOT personnel
- Timely submission of required reports
- Timely written notification of events that will affect the outcome of the project

7. The organization will comply with all applicable federal, state, and local laws and regulations.

This includes but is not limited to:

- Annual Certifications and Assurances
- Master grant agreements
- Project grant agreements
- Applicable federal program circulars and similar federal and state guidance

8. Applicant Affirmation: Compensation has not been received for participation in the preparation of the specifications for this call for projects.

☒ By checking and completing this document I certify that the above statements are true and that I have the authority to sign this document.

Name

Title

Date

Nancy Sanchez

Program Supervisor I Planning & Mobility

Jul 2 2024 3:24PM

Facilities Specific Evaluation

Will this project involve construction, alteration, repair, or purchase of buildings, structures, or other real property? *

Yes

☒ No

\$ \$ \$ \$ \$ \$ \$

Budget and Milestones

Agency Name

Lower Rio Grande Valley Development Council

Program Type

Urban State Program - 2024 Cycle

Does this budget include indirect costs? *

☒Yes

☐No

If yes, please enter the Indirect Rate

23.08%

Attachments

You may upload additional documentation here.
(If this budget includes In-Kind funds you are required to upload supporting documentation.)

Description	Upload
2024 LRGVDC Indirect Rate	2024 LRGVDC Federal Indirect Cost approval 25.64.pdf
2025 Provisional Indirect Cost Rate	2025P_Amended Lower Rio Grande Valley Development Council NICRA .docx.pdf

When entering budget line items, fill out a row and then press the save button for additional rows.

Description	Scope	Suffix #	TPN	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC Requested?	TDC Match Ratio	TDC Amount	Estimated RFP/IFB Issued	Estimated Contract Award	Estimated First Vehicle Delivered	Estimated Last Vehicle Delivered	Estimated Contract Complete
Preventive Maintenance - 11.7A.00					Preventive Maintenance - 11.7A.00					\$20,000	\$	\$	\$	\$20,000		9/1/2024		8/31/2025
Operating - 30.09.01					Operating - 30.09.01					\$593,054	\$	\$	\$	\$593,054		9/1/2024		8/31/2025
Subtotal:										\$613,054	\$0		\$0	\$0	\$613,054			

PGA Signature

Project Grant Agreement

Sub-Recipient Signature

[X] By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name	Title	Date
Manuel Cruz	Executive Director	Aug 16 2024 8:00AM

PTC Signature

[X] By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name	Title	Date
Irma Flores	Public Transportation Coordinator	Aug 16 2024 1:06PM

Additional Attachments

Description	File Upload
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Project Grant Agreement PDF

File Upload
STATE-U-2024-LRGVDC-00129-URB-2503(29).pdf

Amendment Proposal

Proposed Amendment Description

Amendment Revision

Execution Date Attachments

Amendment 1:

This amendment will update the indirect cost rate to 23.08% for 01/01/2025 to 12/31/2025.

The indirect rate from 01/01/2024 to 12/31/2024

was 25.64 %.

☒ Amendment Revision

1/30/2025

Amendment Signature

Amendment Number
[Project Grant Agreement Amendment](#)

1

Sub-Recipient Signature

☒

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name	Title	Date
Manuel Cruz	Executive Director	Jan 29 2025 2:40PM

PTC Signature

☒

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name	Title	Date
Ima Flores	Public Transportation Coordinator	Jan 30 2025 9:33AM

Whereas

This amendment will update the indirect cost rate to 23.08% from 01/01/2025 to 12/31/2025.

Description of Amended
Items

All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect. This amendment becomes effective on the later date of full execution by both parties.

Additional Attachments

Description	File Upload
-------------	-------------

Amendment PDF
File Upload

URB-2503(29) Amendment 1.pdf



VALLEY METRO SYSTEM MAP





CONNECTING THE VALLEY ONE RIDE AT A TIME

FOR MORE INFORMATION CALL: 1-800-574-8322



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

State and Local Governments
Indirect Cost Negotiation Agreement

EIN: 74-1586916

Date: 01/17/2024

Organization:

Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Report Number: 2024-0097

Filing Ref.:
Last Negotiation Agreement
dated: 02/22/2023

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR Part 200 applies subject to the limitations in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Start Date	End Date	Rate Type	Rate Details				
01/01/2022	12/31/2022	Final	Name	Rate	Base	Location	Applicable To
			Fringe Benefits	49.39 %	(A)	All	Full Time Employees
			Fringe Benefits	19.28 %	(A)	All	Part Time Employees
			Indirect	26.50 %	(B)	All	All Programs
01/01/2024	12/31/2024	Provisional	Name	Rate	Base	Location	Applicable To
			Fringe Benefits	50.57 %	(A)	All	Full Time Employees
			Fringe Benefits	12.61 %	(A)	All	Part Time Employees
			Indirect	25.64 %	(B)	All	All Programs

(A) Base: Total salaries and wages, excluding fringe benefits.

(B) Base: Total direct salaries and wages, including fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages and related fringe benefits should be summed and multiplied by the rate. All other program costs should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section I: Rate (continued)

Treatment of paid absences: The costs of vacation, holiday, sick leave pay and other paid absences are included in the organization's fringe benefit rate and are not included in the direct cost of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to employees for periods when they are on vacation, holiday, sick leave or are otherwise absent from work.

Section II: General

- A. **Limitations:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D. **Rate Type:**
1. **Fixed Carryforward Rate:** The fixed carryforward rate is based on an estimate of the costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
 2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
 3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.
- F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the

Section II: General (continued)

affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

J. **Central Service Costs:** If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

K. **Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
3. Indirect cost proposals must be developed (and, when required, submitted) within six (6) months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs

Section III: Acceptance

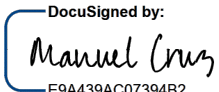
Listed below are the signatures of acceptance for this agreement:

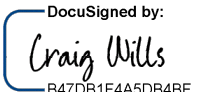
By the State and Local Governments

By the Cognizant Federal Government Agency

Lower Rio Grande Valley Development Council

US Department of Commerce - EDA

DocuSigned by:

E9A439AC07394B2...
Signature

DocuSigned by:

B47DB1F4A5DB4BF...
Signature

Manuel Cruz
Name:

Craig Wills
Name:

Executive Director
Title:

Division Chief
Indirect Cost & Contract Audit Division
Interior Business Center
Title:

1/22/2024
Date

1/18/2024
Date

Negotiated by: Stacy Frost
Telephone: (916) 930-3815
Email: stacy_frost@ibc.doi.gov

Next Proposal Due Date: 06/30/2024



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

State and Local Governments
Amended Indirect Cost Negotiation Agreement

EIN: 74-1586916

Date: 12/06/2024

Organization:

Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Report Number: 2025-0165

Filing Ref.:
Last Negotiation Agreement
dated: 11/14/2024

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which 2 CFR Part 200 applies subject to the limitations in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in applicable regulations.

Section I: Rate

Start Date	End Date	Rate Type	Rate Details				
01/01/2023	12/31/2023	Final	Name	Rate	Base	Location	Applicable To
			Fringe Benefits	49.18 %	(A)	All	Full Time Employees
			Fringe Benefits	17.04 %	(A)	All	Part Time Employees
			Indirect	26.20 %	(B)	All	All Programs
01/01/2025	12/31/2025	Provisional	Name	Rate	Base	Location	Applicable To
			Fringe Benefits	50.09 %	(A)	All	Full Time Employees
			Fringe Benefits	15.34 %	(A)	All	Part Time Employees
			Indirect	23.08 %	(B)	All	All Programs

(A) Base: Total salaries and wages, excluding fringe benefits.

(B) Base: Total direct salaries and wages, including fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages and related fringe benefits should be summed and multiplied by the rate. All other program costs should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

Section I: Rate (continued)

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- B. **Audit:** All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **Changes:** The rate(s) contained in this agreement are based on the accounting system in effect at the time the proposal was submitted. Changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate(s) in this agreement may require the prior approval of the cognizant agency. Failure to obtain such approval may result in subsequent audit disallowance.
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 2. **Provisional/Final Rate:** Within six (6) months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
 3. **Predetermined Rate:** A predetermined rate is an indirect cost rate applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.
- E. **Rate Extension:** Only final and predetermined rates may be eligible for consideration of rate extensions. Requests for rate extensions of a current rate will be reviewed on a case-by-case basis. If an extension is granted, the non-Federal entity may not request a rate review until the extension period ends. In the last year of a rate extension period, the non-Federal entity must submit a new rate proposal for the next fiscal period.
- F. **Agency Notification:** Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- G. **Record Keeping:** Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- H. **Reimbursement Ceilings:** Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- I. **Use of Other Rates:** If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate(s) in this agreement, the grantee/contractor should credit such costs to the

Section II: General (continued)

affected programs, and the approved rate(s) should be used to identify the maximum amount of indirect cost allocable to these programs.

J. **Central Service Costs:** If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

K. **Other:**

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate(s) if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
3. Indirect cost proposals must be developed (and, when required, submitted) within six (6) months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs.

Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the State and Local Governments

By the Cognizant Federal Government Agency

Lower Rio Grande Valley Development Council

US Department of Commerce - EDA

Signed by:
manuel cruz
E9A439AC07394B2...

DocuSigned by:
Craig Wills
B47DB1F4A5DB4BF...

Signature

Signature

Manuel Cruz

Craig Wills

Name:

Name:

Division Chief
Indirect Cost & Contract Audit Division
Interior Business Center

Executive Director

Title:

Title:

12/11/2024

12/11/2024

Date

Date

Negotiated by: Jill Green
Telephone: (303) 969-7714
Email: jill_green@ibc.doi.gov

Next Proposal Due Date: 06/30/2025

PGA: PUBLIC TRANSPORTATION - URBAN STATE FUNDS
SUBRECIPIENT: Lower Rio Grande Valley Development Council
SUBRECIPIENT UEI: FNF8ZNQEWSS9
FAIN: N/A
FEDERAL AWARD DATE:
CFDA #:
TXDOT PROJECT #: URB 2503 (29)
PROJECT ID #: 51309032925
MASTER GRANT AGREEMENT #: MGA-2022-2026-LRGVDC-045
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: McAllen

STATE OF TEXAS §

COUNTY OF TRAVIS

**URBAN STATE PROGRAM
FISCAL YEAR 2025
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lower Rio Grande Valley Development Council, called the "Subrecipient".

WITNESSETH

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2025 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116715; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2024, whichever is later. This PGA shall remain in effect until 08/31/2025, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$613,054 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

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

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

Manuel Cruz

Signature

Executive Director

Title

Aug 16 2024 8:00AM

Date

THE STATE OF TEXAS

Irma Flores

Signature

Public Transportation Coordinator

Title

Aug 16 2024 1:06PM

Date

List of Attachments

A - Approved Project Description

B - Project Budget

ATTACHMENT A APPROVED PROJECT DESCRIPTION

As presented in Lower Rio Grande Valley Development Council's (LRGVDC) FY25 Grant Application for the McAllen area, LRGVDC will provide public transportation within the urban transit district service area. LRGVDC will provide deviated fixed route, commuter, and demand response public transportation service within the urbanized area of McAllen.

Subrecipient shall comply with Article 13: Project Records and Reports of the Master Grant Agreement requiring procurement and project milestones/ quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 of the Master Grant Agreement.

ATTACHMENT B PROJECT BUDGET

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Preventive Maintenance - 11.7A.00			\$20,000				\$20,000			
2	Operating - 30.09.01			\$593,054				\$593,054			
Totals:				\$613,054	\$0	\$0	\$0	\$613,054			0

ATTACHMENT C ACTIVE PGAs

The information below represents federal obligations in Project Grant Agreements that are currently active.

Application PGA Name	FAIN	Begin Date	End Date
STATE-U-2023-LRGVDC-00095	N/A	09-01-2023	08-31-2024
STATE-U-2023-LRGVDC-00096	N/A	09-01-2023	08-31-2024

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
SUBRECIPIENT: Lower Rio Grande Valley Development Council
SUBRECIPIENT UEI: FNF8ZNQEWSS9
FAIN: N/A
FEDERAL AWARD DATE:
CFDA #:
TXDOT PROJECT #: URB 2503 (29)
PROJECT ID #: 51309032925
MASTER GRANT AGREEMENT #: MGA-2022-2026-LRGVDC-045
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**PUBLIC TRANSPORTATION
PROJECT GRANT AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lower Rio Grande Valley Development Council, called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a project grant agreement on Aug 16 2024 1:06PM; and,

WHEREAS, it has become necessary to amend that project grant agreement;

NOW THEREFORE, the State and the Subrecipient do agree as follows:

AGREEMENT

1. Description of Amended Items

This amendment will update the indirect cost rate to 23.08% from 01/01/2025 to 12/31/2025.

All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect. This amendment becomes effective on the later date of full execution by both parties.

2. Incorporation of Master Grant Agreement (MGA) Provisions

This amendment incorporates all of the governing provisions of the MGA in effect on the date of final execution of this amendment, unless an exception has been made by the terms of this PGA.

3. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

Manuel Cruz

Signature

Executive Director

Title

Jan 29 2025 2:40PM

Date

THE STATE OF TEXAS

Irma Flores

Signature

Public Transportation Coordinator

Title

Jan 30 2025 9:33AM

Date

List of Attachments

A - Approved Project Description

B - Project Budget

ATTACHMENT A APPROVED PROJECT DESCRIPTION

As presented in Lower Rio Grande Valley Development Council's (LRGVDC) FY25 Grant Application for the McAllen area, LRGVDC will provide public transportation within the urban transit district service area. LRGVDC will provide deviated fixed route, commuter, and demand response public transportation service within the urbanized area of McAllen.

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TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 of the Master Grant Agreement.

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2	Operating - 30.09.01			\$593,054				\$593,054			
Totals:				\$613,054	\$0	\$0	\$0	\$613,054			0

ACTIVE PGAs

The information below represents federal obligations in Project Grant Agreements that are currently active.

Application PGA Name	FAIN	Begin Date	End Date
-----------------------------	-------------	-------------------	-----------------



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.L.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award of Contract for the Purchase of One (1) Threat Detector (Project No. 05-25-P63-01).
2. Party Making Request: Yajaira Flores
3. Applicant:
4. Nature of Request: The McAllen Convention Center is requesting consideration and approval of a purchase of a threat detector from GXC Inc. from Huntington, NY for a threat detection system in the total amount of \$87,644.00. The purchase will utilize the TIPS Cooperative.
5. Fiscal Impact Summary: Account #546-5254-466-66-20-000000
6. Budgeted: yes

Bid Amount:	<u>\$87,644.00</u>	Budgeted Amount:	<u>\$100,000.00</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Janie Garcia	Created/Initiated - 5/5/2025
Yajaira Flores	Approved - 5/7/2025
Angie Rodriguez	Approved - 5/7/2025
Sonia Resendez	Approved - 5/7/2025
Gerardo Noriega	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025
8. Staff Recommendation: Convention Center Staff recommends approval for the purchase of GXC Inc. Opengate System through TIPS Contract #230105, to be used at the McAllen Performing Arts Center for a total purchase amount of \$87,644.00.

-
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



MEMORANDUM

City of McAllen

TO: Isaac J. Tawil, City Manager

FROM: Yajaira Flores, Director of Convention Facilities 

DATE: May 5, 2025

SUBJECT: Award of Contract for the Purchase of One (1) Threat Detector
Project No. 05-25-P63-01

GOAL:

The McAllen Convention Center is requesting consideration and approval of a purchase of a threat detector from GXC Inc. from Huntington, NY in the total amount of \$87,644.00 through TIPS Cooperative pricing.

EXPLANATION:

Staff has researched and gathered information for the purchase of the best security equipment for the McAllen Performing Arts Center.

Details of Purchase:

- **CEIA OPENGATE System - w/LTE module embedded (4 units):** These advanced security screening systems are designed for high-traffic venues. The LTE module allows for remote monitoring and data transmission.
- **OPENGATE Support Arm and Plates (4 units):** Provides additional support and stability for the OPENGATE systems.
- **Encapsulated NILECJ2B Test Piece (1 unit):** A standardized test piece used to ensure the metal detectors are functioning correctly and meeting required standards.
- **PD240-SET Digital Hand-Held Metal Detector (8 units):** Handheld metal detectors for secondary screening and targeted security checks. Features include long battery life, USB programmability, and adjustable alarm settings.
- **Yearly NetID License - One Per Detector (4 licenses):** Annual licensing for network identification, ensuring compliance and access to necessary updates or services.

RECOMMENDATION:

Convention Center Staff recommends approval for the purchase of the GXC Inc. Opengate System through TIPS Contract #230105, to be used at the McAllen Performing Arts Center for a total purchase amount of \$87,644.00.



| PEOPLE. PROTECTION. PROCESS. |

GXC Inc.
223 Wall Street #310
Huntington NY 11743
United States

Estimate

Estimate # : EST1353
Date : 03/27/2025

Bill To

City of McAllen
700 Convention Center Blvd
McAllen TX 78501
United States

Ship To

City of McAllen
700 Convention Center Blvd
McAllen TX 78501
United States

TIPS Contract #230105

Vendor Valid Thru 5/31/2028

Expires	Project	Sales Rep
04/30/2025	SO250243 - McAllen Performing Arts Center - GXCS	Sands, Lane L

Billing Date	Item No.	Quantity	Rate	Amount
	108960-LTE (R)_ CEIA OPENGATE System - w/LTE module embedded	4	\$17,803.95	\$71,215.80
	48-11-1812_ Milwaukee 18v Battery for OPENGATE	16	\$425.25	\$0.00
	48-59-1802_ Milwaukee Charger - Dual for the 18v Batteries on the OPENGATE System	4	\$236.25	\$0.00
	129771U_ OPENGATE Support Arm and Plates	4	\$1,358.50	\$5,434.00
	95287U_ Encapsulated NILECJ2B Test Piece	1	\$228.60	\$228.60
	PD240-SET_ PD240-SET Digital Hand Held Metal Detector, PD240 model, NIJ 0602.02 fully compliant, indoor and outdoor use, very long battery life, no battery replacement necessary, fully programmable through USB interface, fully programmable optical alarm signalling (continuous or proportional), fully programmable acoustical alarm signalling (continuous or proportional), alarm vibration, 240mm detection width, rejection of floor rebars for inspection at foot level without sensitivity reduction, synchronization with adjacent PD240 up to 20cm of distance, complete with: - battery charger (HHBC) and external power supply adapter, - wrist lace, - reference test object, - paper package.	8	\$331.20	\$2,649.60
	SWLIC-Y_ Yearly NetID License - One Per Detector	4	\$1,134.00	\$4,536.00
	OGT-GXCINC_ Training on appropriate and effective use of the OPENGATE Metal Detector.	1	\$2,250.00	\$2,250.00
	Shipping: Freight_ Estimate: Exact cost of shipping to be determined at time of delivery.	4	\$332.50	\$1,330.00



EST1353



GXC Inc.
223 Wall Street #310
Huntington NY 11743
United States

Estimate

Estimate # : EST1353
Date : 03/27/2025

Subtotal \$87,644.00

Tax (0%) \$0.00

Total \$87,644.00



EST1353



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.M.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award of Contract to replaster, replace pool strainers and replace gutter covers at Los Encinos Pool (Project No. 04-25-S35-375).
2. Party Making Request: Denny Meline
3. Applicant:
4. Nature of Request: The Purchasing & Contracting Department received 9 bids for the replaster, replacement of pool strainers, and replacement of gutter covers at Los Encinos Pool. The lowest bid submitted was by Hamlin Pools, Pharr, TX, with a base total of \$140,000.00. Project No. 04-25-S35-375
5. Fiscal Impact Summary: Account: 121-8706-466-66-30-CP2502 Budget FY 25 \$170,000
Account: 011-5108- 466-30-000000 Budget FY 25 \$20,000
Budget Amount: \$190,000
Bid Amount: \$140,000
6. Budgeted: Yes

Bid Amount:	<u>\$140,000.00</u>	Budgeted Amount:	<u>\$190,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
7. Routing:

Dulce Landeros	Created/Initiated - 5/6/2025
Denny Meline	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/7/2025
Sonia Resendez	Approved - 5/7/2025
Gerardo Noriega	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025
8. Staff Recommendation: The Parks & Recreation Department recommends award of contract to Hamlin Pools, Pharr, TX, in the amount of \$140,000.00.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



PARKS & RECREATION DEPARTMENT

MEMORANDUM

To: Isaac Tawil, City Manager

From: Denny Meline, Parks & Recreation Director 

Subject: Award of Contract – Hamlin Pools, Pharr, TX
Replaster Los Encinos Pool
Replacement of Pool Strainers & Gutter Covers at Los Encinos Pool
Project No. 04-25-S35-375

Date: May 06, 2025

COMMENT

GOAL:

To consider and approve Award of Contract to Hamlin Pools, Pharr, TX, to replaster pool and the replacement of two strainers, and gutter covers at Los Encinos Pool.

DISCUSSION:

The Parks and Recreation Department, through The Purchasing & Contracting Department, received nine (9) bids for the replaster of Los Encinos Pool and the replacement of two (2) strainers, and gutter covers. The lowest bid was submitted by Hamlin Pools, Pharr, TX, with a base total of \$140,000.00.

Bidder:	Base Total:
Hamlin Pools, Pharr, TX	\$140,000.00
Araiza General Construction, LLC, San Benito, TX	\$148,987.85
Big Interpool Inc., San Antonio, TX	\$157,049.00
Calidad Construction, LLC, McAllen, TX	\$159,000.00
South Texas Pools, La Feria, TX	\$174,000.00
Pools Unlimited, INC, Bulverde, TX	\$177,000.00
RDH Site & Concrete, LLC, Palmview, TX	\$190,000.00
Landmark Aquatic, Houston, TX	\$241,580.00
USA Construction, LLC, Cumming, GA	\$287,640.00

Account: 121-8706-466-66-30 **Project Code:** CP2502
Account: 011-5108-466-66-30 **Project Code:** N/A
Budget: \$190,000.00

RECOMMENDATION: The Parks and Recreation Department recommends award of contract to Hamlin Pools, Pharr, TX, in the amount of \$140,000.00 as per bid submitted.



BID OPENING: THURSDAY, APRIL 29, 2025 AT 4:00 CDT
 LOCATION: CITY HALL CONFERENCE ROOM 2A
 PROJECT NO. 04-25-S35-375 LOS ENCINOS POOL REPLASTER PROJECT

BIDDERS:						HAMLIN POOLS PHARR, TX	ARAIZA GENERAL CONSTRUCTION, LLC SAN BENITO, TX	BG INTERPOOL INC. SAN ANTONIO, TX	CALIDAD CONSTRUCTION, LLC MCALLEN, TX	SOUTH TEXAS POOLS LA FERIA, TX
NO.	REFERENCE NO.	TYPE	DESCRIPTION	QTY	UOM	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	96118	BASE	REPLASTER, REPLACEMENT OF STRAINERS [TWO (2)], AND GUTTER COVERS AT LOS ENCINOS POOL	1	LS	\$140,000.00	\$148,987.85	\$157,049.00	\$159,000.00	\$174,000.00
GRAND TOTAL:						\$140,000.00	\$148,987.85	\$157,049.00	\$159,000.00	\$174,000.00



BID OPENING: THURSDAY, APRIL 29, 2025 AT 4:00 CDT
 LOCATION: CITY HALL CONFERENCE ROOM 2A
 PROJECT NO. 04-25-S35-375 LOS ENCINOS POOL REPLASTER PROJECT

BIDDERS:						POOLS UNLIMITED, INC BULVERDE, TX	RDH SITE & CONCRETE, LLC PALMVIEW, TX	LANDMARK AQUATIC HOUSTON, TX	USA CONSTRUCTION, LLC CUMMING, GA
NO.	REFERENCE NO.	TYPE	DESCRIPTION	QTY	UOM	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	96118	BASE	REPLASTER, REPLACEMENT OF STRAINERS [TWO (2)], AND GUTTER COVERS AT LOS ENCINOS POOL	1	LS	\$177,000.00	\$190,000.00	\$241,580.00	\$287,640.00
GRAND TOTAL:						\$177,000.00	\$190,000.00	\$241,580.00	\$287,640.00

REQUEST FOR AVAILABILITY OF FUNDS

Construction ☐ Purchase ☒
Service ☒ Supply ☐
Land Acquisition ☐

Department Name: Parks and Recreation
Department Head: Denny A. Meline
Signature: Denny A. Meline Digitally signed by Denny A. Meline
Date: 2025.03.13 17:40:28 -05'00' Date: 03/13/2025
Project Name: Los Encinos Pool Improvements
Description: Project 1 - Los Encinos Pool Replaster
Project 2 - Replacement of pool strainers

Start Date 4/21/2025 End Date 5/31/2025 Location of Project: Los Encinos Pool

State/Federal Funding (Specify Agency (ies)): _____

State/Federal Grants (Specify Agency (ies)): _____

Account Number : (Include Project Code) 121-8706-466-66-30-CP2502 Estimated Cost: \$ 170,000

Account Number : (Include Project Code) 011-5108-466-66-30-000000 Estimated Cost: \$ 20,000

Office of Management & Budget / Treasury Management Approval:

Budget Information: Budgeted ☒ No Funds Available ☐
Not Budgeted ☐ Budget Amendment Required ☐
Budget Reclass Required ☐

Funding Source: Parklands Zone #1 / General Fund - Pools

Budget Amount: \$ 190,000

Name: Scott M. Luke Jr.

Title: Assistant Budget Director

Signature: Scott M. Luke Jr Digitally signed by Scott M. Luke Jr
Date: 2025.03.14 09:50:14 -05'00' Date: 3/14/2025

City Manager / General Manager Authorization to Solicit Bids:

Approved: ☒ Disapproved: ☐

Signature: Isaac P. P. Date: 3/14/25

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.N.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award of Contracts for the Purchase of Ten (10) New Police Packaged Vehicles (Project No. 02-25-P36-128).
2. Party Making Request: Elvira Alonzo
3. Applicant:
4. Nature of Request: The Fleet Operations Department of Public Works requests your authorization to award multiple Purchase Contracts to the lowest responsive responsible bidders meeting the requirements of the specifications and bid solicitation documents. Recommendations are based on a per item basis. Attached for your review, is the bid tabulation depicting the proposed vendor(s) to be contracted with, upon City Commission approval.
5. Fiscal Impact Summary: **Account/Project #: 678-6382-426-66-14-EC2517-** \$65,165.00
Account/Project #: 678-6382-426-66-14-EC2516 - \$222,565.62
6. Budgeted: YES
YES

<table border="0"> <tr> <td style="padding-right: 10px;">Bid Amount:</td> <td style="border-bottom: 1px solid black;">\$65,165.00</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">\$222,565.62</td> </tr> <tr> <td style="padding-right: 10px;">Under Budget:</td> <td style="border-bottom: 1px solid black;">\$14,835.00</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">\$32,434.38</td> </tr> </table>	Bid Amount:	\$65,165.00		\$222,565.62	Under Budget:	\$14,835.00		\$32,434.38	<table border="0"> <tr> <td style="padding-right: 10px;">Budgeted Amount:</td> <td style="border-bottom: 1px solid black;">\$80,000.00</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">\$255,000.00</td> </tr> <tr> <td style="padding-right: 10px;">Over Budget:</td> <td style="border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td style="padding-right: 10px;">Amount Remaining:</td> <td style="border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">\$0.00</td> </tr> </table>	Budgeted Amount:	\$80,000.00		\$255,000.00	Over Budget:	\$0.00		\$0.00	Amount Remaining:	\$0.00		\$0.00
Bid Amount:	\$65,165.00																				
	\$222,565.62																				
Under Budget:	\$14,835.00																				
	\$32,434.38																				
Budgeted Amount:	\$80,000.00																				
	\$255,000.00																				
Over Budget:	\$0.00																				
	\$0.00																				
Amount Remaining:	\$0.00																				
	\$0.00																				
7. Routing:

Rebeca Cantu-Acevedo Elvira Alonzo Angie Rodriguez Sonia Resendez Gerardo Noriega Jeff Johnston Austin Stevenson	Created/Initiated - 5/6/2025 Approved - 5/6/2025 Approved - 5/6/2025 Approved - 5/6/2025 Approved - 5/7/2025 Approved - 5/7/2025 Final Approval - 5/7/2025
--	--
8. Staff Recommendation: Staff recommends award of Purchase Contracts to Sames Bastrop Ford, Inc. from Bastrop, TX, for Item #2, One (1) New Current Model Police Packaged Mid-Size Sport Utility Vehicle for a total contract amount of \$65,165.00; and award to Silsbee Fleet Group from Silsbee, TX for Item #3, Three (3) New Current Model Full-Size RWD 4-Door Police Packaged Sport Utility Vehicles (2-K9, 1-Patrol) for a total contract amount of \$222,565.62. Item #1 is no longer available for procurement under the current solicitation due to the vehicle specified is no longer being manufactured. Staff will solicit a cooperative price quote for an alternative vehicle for item #1

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



Memorandum

To: Isaac J. Tawil, City Manager

From: Elvira I. Alonzo CPM, Director of Public Works

Date: April 28, 2025

Re: **Award of Contracts for the Purchase of Ten (10) New Police Packaged Vehicles – Project No. 02-25-P36-128**

GOAL: The Fleet Operations Department of Public Works requests your authorization to award multiple Purchase Contracts to the lowest responsive responsible bidders meeting the requirements of the specifications and bid solicitation documents. Recommendations are based on a per item basis. Attached for your review, is the bid tabulation depicting the proposed vendor(s) to be contracted with, upon City Commission approval.

BRIEF EXPLANATION: In February 2025, staff solicited formal sealed bids for Six (6) Police Packaged Intermediate Size Sedans and Four (4) Police Packaged Sport Utility Vehicles. Four (4) bidders responded providing co-operative purchase pricing.

Recommended Vendor	Item Number	Unit Price	Total Contract Amount
Sames Bastrop Ford from Bastrop, TX	#2 - One (1) New Current Model AWD 4-Door Police Packaged Mid-Size Sport Utility Vehicle	\$65,165.00	\$65,165.00
Silsbee Fleet Group from Silsbee, TX	#3 - Two (2) New Current Model Full-Size RWD 4-Door Police Packaged Sport Utility Vehicles (K9)	\$74,964.69	\$222,565.62
	#3 – One (1) New Current Model Full-Size RWD 4-Door Police Packaged Sport Utility Vehicle (Patrol)	\$72,636.24	

RECOMMENDATION DETAILS: Staff recommends award of Purchase Contracts to Sames Bastrop Ford, Inc. from Bastrop, TX, for Item #2, One (1) New Current Model Police Packaged Mid-Size Sport Utility Vehicle for a total contract amount of \$65,165.00; and award to Silsbee Fleet Group from Silsbee, TX for Item #3, Three (3) New Current Model Full-Size RWD 4-Door Police Packaged Sport Utility Vehicles (2-K9, 1-Patrol) for a total contract amount of \$222,565.62. Item #1 is no longer available for procurement under the current solicitation due to the vehicle specified is no longer being manufactured. Staff will solicit a cooperative price quote for an alternative vehicle for item #1.



BID OPENING: MARCH 6, 2025 AT 3:00 PM CST
 LOCATION: CITY HALL CONFERENCE ROOM NO. 2A
 PROJECT NO. 02-25-P36-128 PURCHASE OF TEN (10) NEW CURRENT MODEL POLICE P/

Yellow Shading depicts Recommended Vendor

BIDDERS:						SAMES BASTROP FORD, INC. BASTROP, TX		CALDWELL COUNTRY CHEVROLET, LLC CALDWELL, TX			CALDWELL COUNTRY FORD, LLC ROCKDALE, TX			SILSBEE FLEET GROUP SILSBEE, TX	
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	UNIT PRICE	EXT PRICE	COMMENT	UNIT PRICE	EXT PRICE	COMMENT	UNIT PRICE	EXT PRICE
1	071-05-01001	BASE	ITEM NO. 1 - SPECIFICATIONS FOR THE PURCHASE OF SIX (6) NEW CURRENT MODEL INTERMEDIATE-SIZE 4-DOOR SEDAN (POLICE PACKAGED) AS PER SPECIFICATIONS. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS, DELIVERY DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA.	EA	6										
						NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$41,494.50	\$248,967.00
2	071-05-01002	BASE	OF ONE (1) NEW CURRENT MODEL ALL-WHEEL DRIVE, 4-DOOR, MID-SIZE SPORT UTILITY VEHICLES (POLICE PACKAGED) AS PER SPECIFICATIONS. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS, DELIVERY DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA.	EA	1					2025 CHEVROLET TAHOE 4WD PPV/ WARRANTY: 3 YEARS, 36K MILES/ 60-90 DAYS			2025 FORD POLICE INTERCEPTOR UTILITY EXPLORER AWD / WARRANTY: 3 YEARS, 36K MILES / 60-90 DAYS		
						\$65,165.00	\$65,165.00	\$74,500.00	\$74,500.00		\$68,351.00	\$68,351.00		\$66,286.11	\$66,286.11
3	071-05-01003	BASE	PURCHASE OF THREE (3) NEW CURRENT MODEL REAR WHEEL DRIVE, 4-DOOR, FULL-SIZE SPORT UTILITY VEHICLES (POLICE PACKAGED) AS PER SPECIFICATIONS. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS, DELIVERY DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA.	EA	2					2025 CHEVROLET TAHOE 2WD PPV/ WARRANTY: 3 YEARS, 36K MILES/ 60-90 DAYS			2025 FORD EXPEDITION 4WD SSV / WARRANTY: 3 YEARS, 36K MILES / 60-90 DAYS		
						\$77,650.00	\$155,300.00	\$110,383.00	\$220,766.00		\$119,150.00	\$238,300.00		\$74,964.69	\$149,929.38
4	071-05-01004	BASE	ITEM NO. 3 (PATROL) - SPECIFICATIONS FOR THE PURCHASE OF THREE (3) NEW CURRENT MODEL REAR WHEEL DRIVE, 4-DOOR, FULL-SIZE SPORT UTILITY VEHICLES (POLICE PACKAGED) AS PER SPECIFICATIONS. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS, DELIVERY DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA.	EA	1					2025 CHEVROLET TAHOE 2WD PPV/ WARRANTY: 3 YEARS, 36K MILES/ 60-90 DAYS			2025 FORD EXPEDITION 4WD SSV / WARRANTY: 3 YEARS, 36K MILES / 60-90 DAYS		
						\$74,600.00	\$74,600.00	\$110,485.00	\$110,485.00		\$105,950.00	\$105,950.00		\$72,636.24	\$72,636.24
GRAND TOTAL:						\$295,065.00		\$405,751.00			\$412,601.00			\$537,818.73	



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.O.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Authorization to declare Equipment as Surplus.
2. Party Making Request: Elvira Alonzo
3. Applicant:
4. Nature of Request: Public Works staff has a need to declare—as surplus—unusable, inoperable, outdated or otherwise worn-out equipment. This equipment is in different stages of disrepair and most have been replaced by new equipment.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Rebeca Cantu-Acevedo	Created/Initiated - 5/6/2025
Elvira Alonzo	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Jeff Johnston	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025
8. Staff Recommendation: Public Works recommends approval to declare the described equipment as surplus and begin the disposal of said assets through auctioneering services and/or recycling salvage yards.
Please advise if you require additional information. Attached is a list and description of all items being presented for review and consideration.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approved. IJT



Memorandum

TO: Isaac J. Tawil, City Manager
FROM: Elvira I. Alonzo, CPM, Public Works Director
DATE: May 1, 2025
SUBJECT: Equipment Surplus Declaration

Goal: Public Works staff has a need to declare—as surplus—unusable, inoperable, outdated or otherwise worn-out equipment. This equipment is in different stages of disrepair and most have been replaced by new equipment.

Explanation: The City of McAllen conducts auctions as needed to dispose of vehicles, equipment, and general property that are not economical to repair, have been replaced, or are unsafe to operate. All proceeds from the sale are returned to the corresponding fund where the purchase originated (i.e. General Fund, Sanitation Fund). Attached is a list of all equipment including photos of these items proposed for surplus declaration.

Options:

1. The City can defer the sale of some or all equipment at the risk of significantly lower returns.
2. The City may elect to retain some or all equipment.

Recommendation: Public Works recommends approval to declare the described equipment as surplus and begin the disposal of said assets through auctioneering services and/or recycling salvage yards.

Please advise if you require additional information. Attached is a list and description of all items being presented for review and consideration.



EQUIPMENT SURPLUS

DEPARTMENT	PHOTO	DESCRIPTION	MODEL/SERIAL #	QTY	CONDITION
SANITATION - COMMERCIAL BOX	CB01-03	2 CUBIC YARD DUMPSTER	N/A	76	END OF USEFUL LIFE
SANITATION - COMMERCIAL BOX	CB01-03	4 CUBIC YARD DUMPSTER	N/A	52	END OF USEFUL LIFE
SANITATION - COMMERCIAL BOX	CB01-03	6 CUBIC YARD DUMPSTER	N/A	9	END OF USEFUL LIFE
SANITATION - COMMERCIAL BOX	CB01-03	8 CUBIC YARD DUMPSTER	N/A	31	END OF USEFUL LIFE
MUNICIPAL COURT	MC01	LINESCAN 215/III X-RAY MACHINE	SYS215	1	OBSOLETE



CB01



CB02



CB03



MC01



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.P.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: CONSENT COOP PURCHASE

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Jose Trujillo

Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation:

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.P.1.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Award of Contract for the Purchase of Six (6) New Police Packaged Vehicles through TIPS Cooperative Contract Pricing (Project No. 05-25-P61-01).
2. Party Making Request: Elvira Alonzo
3. Applicant:
4. Nature of Request: The Fleet Operations Department of Public Works requests your authorization to award a Purchase Contract to Silsbee Ford for the purchase of six (6) new current model police packaged vehicles at a total purchase cost of \$278,793.00. Attached for your review is the bid tabulation depicting the proposed vendor to be awarded with, upon City Commission approval.
5. Fiscal Impact Summary: **Account Number: 678-6382-426-66-14-EC2515**

Approved subject to a Budget Reclass.

6. Budgeted: YES

Bid Amount:	<u>\$278,793.00</u>
Under Budget:	<u>\$0.00</u>

Budgeted Amount:	<u>\$270,000.00</u>
Over Budget:	<u>\$8,793.00</u>
Amount Remaining:	<u>\$0.00</u>

7. Routing:

Rebeca Cantu-Acevedo
Elvira Alonzo
Angie Rodriguez
Sonia Resendez
Gerardo Noriega
Jeff Johnston
Austin Stevenson

Created/Initiated - 5/6/2025
Approved - 5/6/2025
Approved - 5/6/2025
Approved - 5/6/2025
Approved - 5/7/2025
Approved - 5/7/2025
Final Approval - 5/7/2025

8. Staff Recommendation: Staff recommends award of a purchase contract to Silsbee Ford from Silsbee, TX for Six (6) 2025 AWD 4-Door Police Packaged Sport Utility Vehicles using TIPS (Contract No. 240901) cooperative pricing. The award of this contract is subject to a budget reclassification.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



Memorandum

To: Isaac J. Tawil, City Manager

From: Elvira I. Alonzo CPM, Director of Public Works

Date: April 28, 2025

Re: Award of Contract for the Purchase of Six (6) New Current Model 2025 Police Packaged Vehicles thru TIPS Cooperative Contract Pricing – Project No. 05-25-P61-01

GOAL: The Fleet Operations Department of Public Works requests your authorization to award a Purchase Contract to Silsbee Ford for the purchase of six (6) new current model police packaged vehicles at a total purchase cost of \$278,793.00. Attached for your review is the bid tabulation depicting the proposed vendor to be awarded with, upon City Commission approval.

BRIEF EXPLANATION: On March 27, 2025, Public Works staff solicited cooperative quotes from Silsbee Ford of Silsbee TX for six (6) new current model police packaged vehicles. A TIPS quote was submitted by Silsbee Ford with a total price of \$278,793.00

HISTORY:

Historically, the City solicits sealed bids for vehicles that have reached and/or surpassed their life expectancy and have been recommended for replacement. (Please note that all vehicles due for replacement have gone through the justification and budget approval process).

OPTIONS:

1. Award Purchase Contract as outlined below.
2. The City Commission may elect to direct staff to reject any or all bids received and to re-advertise this project.

RECOMMENDED VENDOR	ITEM NUMBER	UNIT PRICE	TOTAL CONTRACT AMOUNT
Silsbee Ford from Silsbee, TX	Six (6) 2025 AWD 4-Door Police Packaged Sport Utility Vehicles	\$46,465.50	\$278,793.00

RECOMMENDATION DETAILS: Staff recommends award of a purchase contract to Silsbee Ford from Silsbee, TX for Six (6) 2025 AWD 4-Door Police Packaged Sport Utility Vehicles using TIPS (Contract No. 240901) cooperative pricing. The award of this contract is subject to a budget reclassification.



 Yellow Shading depicts Recommended Vendor

PURCHASE OF SIX (6) NEW CURRENT MODEL POLICE PACKAGED VEHICLES

BIDDERS:						SILSBEE FLEET GROUP SILSBEE, TX		
						TIPS QUOTE		
NO.	REFERENCE NO.	TYPE	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT PRICE	COMMENT
1	071-05-01002	BASE	SPECIFICATIONS FOR THE PURCHASE OF SIX (6) NEW CURRENT MODEL ALL-WHEEL DRIVE, 4-DOOR, MID-SIZE SPORT UTILITY VEHICLES (POLICE PACKAGED) AS PER SPECIFICATIONS. INDICATE YEAR, MANUFACTURER, MODEL, STANDARD WARRANTY TERMS/CONDITIONS, DELIVERY DAYS AFTER RECEIPT OF ORDER (ARO) IN COMMENT AREA.	EA	6	\$46,465.50	\$278,793.00	2025 FORD POLICE INTERCEPTOR UTILITY EXPLORER AWD / WARRANTY: 3 YEARS,36K MILES / 60-90 DAYS
GRAND TOTAL:						\$278,793.00		



PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF MCALLEN

Prepared by: GLEN ANGELLE

Contact: JAVIER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2025 FORD POLICE INTERCEPTOR SUV

Date: 4-23-25

A. Bid Item: INT. UPGRADE

A. Base Price: \$ 47,395.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	AWD	\$ -		EXT. MIXED COLORS	
				POWER LOCKS/WINDOWS	
	KEYLESS ENTRY			CRUISE	
	GRILL WIRING			AM/FM/CD	
	OBD-II SPLIT CONECT			REAR CAMERA	
	RR TAILING HOUSING			INTERIOR UPGRADE PACKAGE	\$ 390.00
	3.3L V6			ALUMINUM WHEELS	
	10-SPD AUTO			CARPET FLOORS	

Total of B. Published Options: \$ 390.00

Published Option Discount (5%) \$ (19.50)

C.

Description	Bid Price	Options	Bid Price
			\$ -

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: PREFERRED CUSTOMER DISCOUNT

\$ (2,000.00)

G. Additional Delivery Charge: 400 miles

\$ 700.00

H. Subtotal:

\$ 46,465.50

I. Quantity Ordered 6 x H =

\$ 278,793.00

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ 278,793.00



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.Q.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: CONSENT RESOLUTION

2. Party Making Request:

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Jose Trujillo

Created -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney:

11. Manager's Recommendation:



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.Q.1.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of a resolution relating to 2025 Texas Gas Service Rio Grande Valley suspending the date of the rate increase.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Consider approval of a resolution relating to 2025 Texas Gas Service Rio Grande Valley suspending the date of the rate increase.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:
Alma Villarreal
Austin Stevenson

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



City Attorney's Office
MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Austin Stevenson, City Attorney
Date: May 6, 2025
Re: Texas Gas Service GRIP Filing

Texas Gas Service Company made an Interim Rate Adjustment or "GRIP" filing 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 for 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, McAllen may not challenge the Company's request. The only action the City may take is to suspend the effective date of the rate increase by forty-five (45) days. The proposed resolution suspends the rate increase.

RESOLUTION NO. 2025- ____

A RESOLUTION BY THE CITY OF MCALLEN, 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 McAllen, 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 McALLEN, 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.

Signed this _____ day of _____, 2025.

CITY OF MCALLEN, TEXAS

By: _____
Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

4.R.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Approval of Tax Refunds over \$500.00.

1. Almondine Properties LLC

2. Berkadia Commercial Mtg LLC

3. Cajero, Andre & Taylor Lee Allen

4. Cardoza, Osvaldo G

5. Castilleja, Sotero & Mercedes Castilleja

6. EBC Esperanza LLC

7. JBAPS LLC

8. JSJ Rodriguez Inc

9. Keystone Automotive Ind LKQ Corp.

10. Rio Grande Regional Hospital

11. Wade, John & Julia Ann Thornton

2. Party Making Request:

3. Applicant:

4. Nature of Request: Approval is needed due to corrections from the Hidalgo County Appraisal District and overpayments.

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____

Budgeted Amount: _____

Under Budget: _____

Over Budget: _____

Amount Remaining: _____

7. Routing:

Rebecca Grimes

Michelle Rivera

Austin Stevenson

Created/Initiated - 5/6/2025

Approved - 5/6/2025

Final Approval - 5/6/2025

8. Staff Recommendation: Approve refunds as presented in order to comply with the Texas Property Tax Code.

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT

Tax Office

Memo

To: Isaac J. Tawil, City Manager
From: Rebecca M. Grimes, Tax Assessor-Collector
Date: May 12, 2025
Re: Tax Refunds over \$500.00

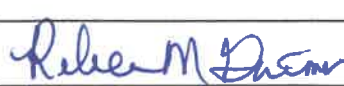
The tax office needs your approval for the following refund(s) due to corrections from the Hidalgo County Appraisal District. The corrections resulted in tax refunds over \$500.00.

Name	Amount Paid	Corrected Levy	Refund	Change Reason
Almondine Properties LLC	2,744.93	1,691.20	1,014.96	Prorated for 2024
Cajero Andre & Taylor Lee Allen	1,760.55	1,172.09	588.46	Granted DVHS Prorated 2023
Cardoza, Osvaldo G.	620.90	0.00	620.90	Granted DVHS 2024
Castilleja, Sotero & Mercedes Castilleja	1,303.63	746.46	557.17	Granted DVHS 2024
EBC Esperanza LLC	2,729.64	2,113.73	615.91	Section 41.411
JBAPS LLC	2,264.93	1,583.18	681.75	Section 41.411
Keystone Automotive Ind.	11,306.79	9,045.43	2,261.36	Section 25.25(h)
Rio Grande Regional Hospital	185,962.41	179,255.72	6,706.69	Agreed Judgment #C-4498-23-L
John Wade & Julie Ann Thornton	2,005.14	694.00	1,311.14	Over 65/2023

Enc. (9)

rmg

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Almondine Properties LLC				
	Present mailing address (number and street) PO Box 1716				
	City, town or post office, state, ZIP code McAllen, TX, 78505-1716		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): McAllen Addition All Blk 58				
	Address or location of property: 701 Galveston Ave				
	Account number of property: M1950-00-058-0000-00 OR Tax receipt number:				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALLEN	2024	1/29 & 3/11 / 2025	\$ 2,744.93	\$ 1,014.96
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Prorated as per recorded date 6/10/24				
	rmg 5/2/25				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here ▶ Signature 			Date of application for tax refund 05/02/25	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here ▶ Authorized officer 	Date 5/4/25			Date
	sign here ▶ Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)	Date			

COPY

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Cajero Andre & Taylor Lee Allen				
	Present mailing address (number and street) 14513 Buffalo Springs				
	City, town or post office, state, ZIP code McAllen, TX 78504		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Escondido at Tres Lagos PH 2 Lot 151				
	Address or location of property: 14513 Buffalo Springs				
	Account number of property: E668002-000-0151-00				
	Tax receipt number:				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALEN	2023	12/20 / 2023	\$ 2,723.05	\$ 588.46
	2. CITY OF MCALLEN				
	3. CITY OF MCALLEN				
	4. _____				
	5. _____				
	Taxpayer's reason for refund (attach supporting documentation): Granted DVHS Prorated date 9/1/2023				
rmg Supp. #07; 3-24-25					
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here			Date of application for tax refund 5-1-25	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here			Date 5/6/25	
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date	

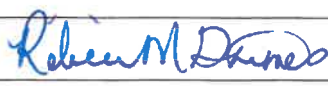
APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Osvaldo G Cardoza				
	Present mailing address (number and street) 2916 Royal Palm Cir				
	City, town or post office, state, ZIP code McAllen, TX 78501-3923		Phone (area code and number) (956)867-6183		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Royal Palms Addition Lot 14 & N27.9, Lot 13 Blk 1				
	Address or location of property: 2916 Royal Palm Circle McAllen, TX 78501				
	Account number of property: R440000-001-0014-00 OR Tax receipt number:				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALLEN	2024	1/30 / 2025	\$ 620.90	\$ 620.90
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Grant DVHS Prorates Begin Date 11/6/2023				
Supp # 5 - npg 4.7.25					
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here	Signature Osvaldo G. Cardoza			Date of application for tax refund 4/16/2025
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here	Authorized officer Reuben M. D...			Date 5/6/25
	sign here	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date

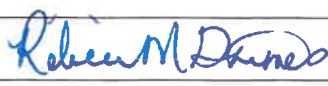
APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Castilleja Sotero & Mercedes Zepeda Castilleja				
	Present mailing address (number and street) 14437 Chalk Ridge Dr				
	City, town or post office, state, ZIP code McAllen, TX 78504		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Cascada at Tres Lagos Ph 1 Lot 7				
	Address or location of property: _____				
	Account number of property: C224301-000-0007-00 OR _____				
	Tax receipt number: _____				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALLEN	2024	12/13 / 2024	\$ 1,303.63	\$ 557.17
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Grant DVHS Prorated Begin Date 7/28/24				
	Supp #16 - npg 2/12/25				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here ▶ Signature				Date of application for tax refund 4/22/25
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here ▶ Authorized officer				Date 5/6/25
	sign here ▶	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen				
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330				
City, town or post office, state, ZIP code McAllen TX 78505-0220						
To apply for a tax refund, the taxpayer must complete the following.						
Step 1: Owner's name and address	Owner's name EBC Esperanza LLC					
	Present mailing address (number and street) 929 E Esperanza					
	City, town or post office, state, ZIP code McAllen, TX 78501 - 1483		Phone (area code and number)			
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Summit Park North Lot 23, 24 & 25					
	Address or location of property:					
	Account number of property: S688500-000-0023-00					
	Tax receipt number:					
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. CITY OF MCALLEN	2024	Various Dates /	\$ 2,729.64	\$ 615.91	
	2. _____	_____	_____ / _____	\$ _____	\$ _____	
	3. _____	_____	_____ / _____	\$ _____	\$ _____	
	4. _____	_____	_____ / _____	\$ _____	\$ _____	
	5. _____	_____	_____ / _____	\$ _____	\$ _____	
	Taxpayer's reason for refund (attach supporting documentation): Failure to send required notice section 41.411					
	Supp #4 - npg 3.24.25					
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here	Signature 				Date of application for tax refund 04/15/2025
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund determination	This tax refund is ☒ Approved ☐ Disapproved					
	sign here	Authorized officer: 			Date 5/6/2025	
	sign here	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date	

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen				
Present mailing address (number and street) P O Box 220/311 N 15th St						
City, town or post office, state, ZIP code McAllen TX 78505-0220		Phone (area code and number) (956)681-1330				
To apply for a tax refund, the taxpayer must complete the following.						
Step 1: Owner's name and address	Owner's name EBC Esperanza LLC					
	Present mailing address (number and street) 929 E Esperanza					
	City, town or post office, state, ZIP code McAllen, TX 78501 - 1483		Phone (area code and number)			
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Summit Park North Lot 23, 24 & 25					
	Address or location of property:					
	Account number of property: S688500-000-0023-00					
	Tax receipt number:					
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. CITY OF MCALLEN	2024	Various Dates /	\$ 2,729.64	\$ 615.91	
	2. _____	_____	_____ / _____	\$ _____	\$ _____	
	3. _____	_____	_____ / _____	\$ _____	\$ _____	
	4. _____	_____	_____ / _____	\$ _____	\$ _____	
	5. _____	_____	_____ / _____	\$ _____	\$ _____	
	Taxpayer's reason for refund (attach supporting documentation): Failure to send required notice section 41.411					
	Supp #4 - npg 3.24.25					
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here	Signature 				Date of application for tax refund 04/15/2025
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund determination	This tax refund is ☒ Approved ☐ Disapproved					
	sign here	Authorized officer: 			Date 5/6/2025	
	sign here	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date	

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		City, town or post office, state, ZIP code McAllen TX 78505-0220			
City, town or post office, state, ZIP code McAllen TX 78505-0220		Phone (area code and number) (956)681-1330			
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name JBAPS LLC				
	Present mailing address (number and street) 7801 N 5th St				
	City, town or post office, state, ZIP code McAllen, TX 78501-2847		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Centre Lot 1				
	Address or location of property: 521 N Cynthia				
	Account number of property: C267400-000-0001-00 OR Tax receipt number:				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALEN	2023	1/10 / 2024	\$ 2,264.93	\$ 681.75
	2. CITY OF MCALLEN	2022	/	\$	\$
	3. CITY OF MCALLEN	2021	/	\$	\$
	4. _____	_____	/	\$	\$
	5. _____	_____	/	\$	\$
	Taxpayer's reason for refund (attach supporting documentation): Sec. 41.411				
	rmg Supp. #07;				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here Signature Adriana P Gonzalez de Cantu			Date of application for tax refund 4/21/25	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here Authorized officer Rebecca M. Jones			Date 5/6/25	
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date	

RECEIVED

COPY

MAR 31 2025

Ryan LLC

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office	Collecting tax for: (taxing units) City of McAllen
Present mailing address (number and street) P O Box 220/311 N 15th St	Phone (area code and number) (956)681-1330
City, town or post office, state, ZIP code McAllen TX 78505-0220	

To apply for a tax refund, the taxpayer must complete the following.

Step 1: Owner's name and address	Owner's name Keystone Automotive Ind LKQ Corporation																																			
	Present mailing address (number and street) PO Box 25247																																			
	City, town or post office, state, ZIP code Nashville, TX 37202-5247				Phone (area code and number) (615) 671-6086																															
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Inventory Supplies Furniture Fixtures & Equipment																																			
	at 5001 Tanya Avenue																																			
	Address or location of property: 5001 Tanya Ave																																			
	Account number of property: S300499-000-011A-07			Tax receipt number:																																
Step 3: Give the tax payment information	<table border="1"> <thead> <tr> <th>Name of Taxing Unit from Which Refund is Requested</th> <th>Year for Which Refund is Requested</th> <th>Date of the Tax Payment</th> <th>Amount of Taxes Paid</th> <th>Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF MCALLEN</td> <td>2023</td> <td>1/11 / 2024</td> <td>\$ 11,306.79</td> <td>\$ 2,261.36</td> </tr> <tr> <td>2. CITY OF MCALLEN</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>3. CITY OF MCALLEN</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>4. CITY OF MCALLEN</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>5. CITY OF MCALLEN</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>						Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. CITY OF MCALLEN	2023	1/11 / 2024	\$ 11,306.79	\$ 2,261.36	2. CITY OF MCALLEN			\$	\$	3. CITY OF MCALLEN			\$	\$	4. CITY OF MCALLEN			\$	\$	5. CITY OF MCALLEN			\$	\$
	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																															
	1. CITY OF MCALLEN	2023	1/11 / 2024	\$ 11,306.79	\$ 2,261.36																															
	2. CITY OF MCALLEN			\$	\$																															
	3. CITY OF MCALLEN			\$	\$																															
	4. CITY OF MCALLEN			\$	\$																															
	5. CITY OF MCALLEN			\$	\$																															
Taxpayer's reason for refund (attach supporting documentation): Incorrect Appraisal Error Section 25.25(h)																																				
rmg Supp. #07 3-25-25																																				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."																																			
	sign here Signature <i>Barley Jackson, Ryan LLC</i>				Date of application for tax refund 03/31/2025																															
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.																																			
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved																																			
	sign here Authorized officer <i>Rebecca M. Dimes</i>				Date 5/16/25																															
	sign here Collector(s) of taxing unit(s) for refund applications over (insert amount) for which governing body approval is required under Section 31.11, Tax Code				Date																															

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen																															
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330																															
City, town or post office, state, ZIP code McAllen TX 78505-0220																																	
To apply for a tax refund, the taxpayer must complete the following.																																	
Step 1: Owner's name and address	Owner's name Rio Grande Regional Hospital Present mailing address (number and street) PO Box 1504 City, town or post office, state, ZIP code Nashville, TN 37202-1504 Phone (area code and number)																																
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): McAllen Community Hospital All Lot 1 Exc 3 Trs-W Pt Being 3.05 13.029Ac net Address or location of property: 101 E Ridge Rd Account number of property: M207000-000-0001-00 OR Tax receipt number:																																
Step 3: Give the tax payment information	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name of Taxing Unit from Which Refund Is Requested</th> <th style="width: 15%;">Year for Which Refund Is Requested</th> <th style="width: 15%;">Date of the Tax Payment</th> <th style="width: 15%;">Amount of Taxes Paid</th> <th style="width: 25%;">Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. CITY OF McALLEN</td> <td>2023</td> <td>1/24 / 2024</td> <td>\$ 185,962.41</td> <td>\$ 6,706.69</td> </tr> <tr> <td>2. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>3. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>4. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td>5. _____</td> <td>_____</td> <td>_____ / _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): Court ordered adjustment #C-4498-23-1. Supp#19 - npg 4/29/25			Name of Taxing Unit from Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. CITY OF McALLEN	2023	1/24 / 2024	\$ 185,962.41	\$ 6,706.69	2. _____	_____	_____ / _____	\$ _____	\$ _____	3. _____	_____	_____ / _____	\$ _____	\$ _____	4. _____	_____	_____ / _____	\$ _____	\$ _____	5. _____	_____	_____ / _____	\$ _____	\$ _____
Name of Taxing Unit from Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
1. CITY OF McALLEN	2023	1/24 / 2024	\$ 185,962.41	\$ 6,706.69																													
2. _____	_____	_____ / _____	\$ _____	\$ _____																													
3. _____	_____	_____ / _____	\$ _____	\$ _____																													
4. _____	_____	_____ / _____	\$ _____	\$ _____																													
5. _____	_____	_____ / _____	\$ _____	\$ _____																													
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here   Date of application for tax refund 5/5/2025 If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.																																
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved sign here Authorized officer  Date 5/6/25 sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code) Date																																

2nd Notice

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name John Wade & Julie Ann Thornton				
	Present mailing address (number and street) PO Box 2103				
	City, town or post office, state, ZIP code McAllen, TX 78505		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): Sharyland Orchards an Irr Tr W276.08'-S208.31' EXC				
	N47.58'-E124.58' & EXC N6.03'-E109.65' Lot 111 1.17 ac gr 0.98ac net				
	Address or location of property: 206 N Taylor Rd				
	Account number of property: S300000-000-0111-20		Tax receipt number:		
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALLEN	2023	12/28 / 2023	\$ 2,005.14	\$ 1,311.14
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Grant OA Filed Late				
	Supp #14 (2023) - npg 2nd Notice 4/14/25				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."			Date of application for tax refund 4/17/25	
	sign here →	Signature 			
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here →	Authorized officer 			Date 5/6/25
	sign here →	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date

Tax Office

Memo

To: Isaac J. Tawil, City Manager
From: Rebecca M. Grimes, Tax Assessor-Collector
Date: May 12, 2025
Re: Tax Refunds over \$500.00

The tax office has determined the attached application(s) for tax refund over \$500.00 dollars is (are) due for erroneous and/or overpayments. I respectfully request your approval for these tax refunds as required by Property Tax Code 31.11.

<i>Taxpayer/Payee</i>	<i>Amount Paid</i>	<i>Reason for Tax Refund</i>	<i>Amount of Refund</i>
Berkadia Commercial MTG LLC	14,975.76	Over payment	2,136.45
JSJ Rodriguez Inc.	723.59	Over payment	708.69

Attachments (4)

Rmg

Application for Tax Refund Overpayments or Erroneous Payments

City of McAllen Tax Office

(956)681-1330

Collection Office Name

P O Box 220/311 N 15th St

Phone (area code and number)

Address, City, State, ZIP Code

McAllen TX 78505-0220

Collecting Tax For (taxing units)

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

BERKADIA COMMERCIAL MTG LLC

Name of Taxpayer

Phone (area code and number)

2727 LBJ FREEWAY SUITE 806 DALLAS, TX 75234

Email Address*

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the county appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

LaToya Jones

Name of Authorized Representative

469-646-8724

Phone (area code and number)

2727 LBJ FWY, STE 806, Dallas TX 75234

Mailing Address, City, State, ZIP Code

Payment Processor

Title of Authorized Representative

LaToya.Jones@coforge.com

Email Address

SECTION 3: Property Information

G700001-00A-0001-00

Appraisal District Account Number

OR

Tax Receipt Number

2500 MAPLE AVE APT BOX: 1 MCALLEN

Location Address, City, State, ZIP Code

W. H. GRANER UT NO. 1 - AMENDED ALL LOT A (TRACTS 1-18)

Legal Description (or attach copy of the tax bill or tax receipt)

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. City Of McAllen	2024	1/29/2025	\$ 14,975.76	\$ 2,136.45
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$

Taxpayer's Reason for Refund (attach supporting documentation)

overage

IDL
1/29/2025

SECTION 5: Taxpayer Signature

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

print
here

Print Taxpayer Name

sign
here

Taxpayer Signature

Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code, §37.10.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☐ Approved ☐ Disapproved

print
here

Rebecca M. Grimes

Print Name and Title

sign
here

Authorized Officer

Date

print
here

Print Name and Title

sign
here

Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11)

Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

2nd notice

Application for Tax Refund Overpayments or Erroneous Payments

CITY OF MCALLEN TAX OFFICE

(956) 681-1330

Collection Office Name

Phone (area code and number)

PO BOX 220/311 N 15TH ST

Address, City, State, ZIP Code

MCALLEN, TX 78505-0220

Collecting Tax For (taxing units)

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

JSJ RODRIGUEZ INC

Name of Taxpayer

(956) 618-2360 x. 213

Phone (area code and number)

accounting@teleprocommunications.com

Email Address*

12005 N BRYAN RD, MISSION, TX 78573

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the county appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative

Title of Authorized Representative

Phone (area code and number)

Email Address*

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

W082000-000-0009-00

OR

Appraisal District Account Number

Tax Receipt Number

3315 N WARE RD, MCALLEN, TX 78501

Location Address, City, State, ZIP Code

WARE BUSINESS CENTER LOT 9

Legal Description (or attach copy of the tax bill or tax receipt)

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. CITY OF MCALLEN	2024	12/11/2024	\$ 723.59	\$ 708.69
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$

Taxpayer's Reason for Refund (attach supporting documentation)

OVERPAYMENT ON 2024 TAXES

4/10/2025 MG

SECTION 5: Taxpayer Signature

I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct.

print
here

Print Taxpayer Name

sign
here

Taxpayer Signature

Date

4/17/25

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code, §37.10.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☐ Approved ☐ Disapproved

print
here

Print Name and Title

sign
here

Authorized Officer

Date

print
here

Print Name and Title

sign
here

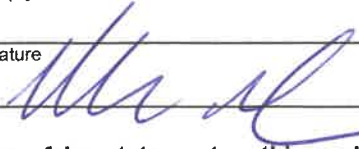
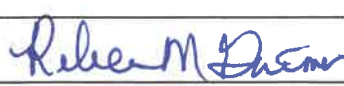
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11)

Date

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

APPLICATION FOR TAX REFUND

Collecting office name City of McAllen Tax Office		Collecting tax for: (taxing units) City of McAllen			
Present mailing address (number and street) P O Box 220/311 N 15th St		Phone (area code and number) (956)681-1330			
City, town or post office, state, ZIP code McAllen TX 78505-0220					
To apply for a tax refund, the taxpayer must complete the following.					
Step 1: Owner's name and address	Owner's name Almondine Properties LLC				
	Present mailing address (number and street) PO Box 1716				
	City, town or post office, state, ZIP code McAllen, TX, 78505-1716		Phone (area code and number)		
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): McAllen Addition All Blk 58				
	Address or location of property: 701 Galveston Ave				
	Account number of property: M1950-00-058-0000-00 OR Tax receipt number:				
Step 3: Give the tax payment information	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. CITY OF MCALLEN	2024	1/29 & 3/11 / 2025	\$ 2,744.93	\$ 1,014.96
	2. _____	_____	_____ / _____	\$ _____	\$ _____
	3. _____	_____	_____ / _____	\$ _____	\$ _____
	4. _____	_____	_____ / _____	\$ _____	\$ _____
	5. _____	_____	_____ / _____	\$ _____	\$ _____
	Taxpayer's reason for refund (attach supporting documentation): Prorated as per recorded date 6/10/24				
	rmg 5/2/25				
Step 4: Sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here ▶	Signature 			Date of application for tax refund 05/02/25
	SIGN HERE If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is ☐ Approved ☐ Disapproved				
	sign here ▶	Authorized officer 			Date 5/4/25
	sign here ▶	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code)			Date



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.A.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of a developers participation agreement for roundabout on Freddy Gonzalez and 33rd Street for Northwood Trails Block II and III.

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary: Summary: 300-8708-436-66-36 IR 0105

Beging Budget FY 24-25
Expenditures : \$10,895.25
Remaining Balance: \$339,104.75

Contract Amount: \$203,853.11

6. Budgeted: Yes

Bid Amount: \$203,853.11
Under Budget: \$0.00

Budgeted Amount: \$350,000
Over Budget: \$0.00
Amount Remaining: \$135,251.64

7. Routing:

Even Gonzalez	Created/Initiated - 5/5/2025
Eduardo Mendoza	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Michelle Rivera	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT
MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: May 12, 2025

Subject: **Consideration and Approval of a Developer's Participation Agreement for Public Infrastructure Improvements: Northwood Trails Subdivision Blocks II & III**

Goal

Consideration and approval of a Developer's Participation Agreement for roadway intersection improvements at Future Freddy Gonzalez Road and North 33rd Street, within the extents of the proposed Northwood Trails Subdivision, Blocks II and III.

Explanation

As part of the subdivision process, Red Rock Real Estate Development Group, Ltd., is required to complete their portion of the public improvements along Freddy Gonzalez and 33rd Street.

The Intersection of Freddy Gonzalez and 33rd street is currently unimproved and falls inside the boundary proposed subdivision. The Engineering department has identified this location as a candidate for a multilane roundabout due to the existing right-of-way and roadway geometries.

The Engineer of Record, Quintanilla, Headley and Associates, Inc., on behalf of the Developer, has requested to enter into a participation agreement with the City to complete the full intersection improvements. Staff has reviewed the proposed construction estimate and determined the participation amount of \$203,853.11, which is less than 30% of the total construction costs as reasonable.

Options

- 1) Approve request to participate with up to \$203,853.11 or 30% of the total construction cost, whichever is less.
- 2) Disapprove request for City participation.

Recommendation

Staff recommends approval of request.

**DEVELOPER PARTICIPATION CONTRACT
BETWEEN THE CITY OF MCALLEN AND RED ROCK
REAL ESTATE DEVELOPMENT GROUP, LTD.**

This Developer Participation Contract (“Agreement”) is made and entered into on May 13, 2025, between the **CITY OF McALLEN** (“City”), a home-rule municipality of the State of Texas, located at 1300 Houston Ave., McAllen, Hidalgo County, Texas and **RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD**, with a place of business at 2912 S. Jackson Rd, McAllen, Texas 78503 (“Developer”).

WHEREAS, Developer intends to develop a tract located within the municipal boundaries or extraterritorial jurisdiction of City;

WHEREAS, Developer has applied for a subdivision plat for certain property described on Exhibit “A” attached hereto (“*Property*”), for which a plat has been prepared as indicated on Exhibit “B” attached hereto (“*Plat*”).

WHEREAS, City has planned certain improvements consisting of a road and other public improvements as described on Exhibit “C” attached hereto (the “*Public Improvements*”) to be constructed in and adjacent to the Property.

WHEREAS, Developer has requested that the City participate in the cost of the Public Improvements to be constructed by Developer.

WHEREAS, City has agreed to participate in the cost of the Public Improvements in accordance with Sections 212.071 and 212.072 of the Texas Local Government Code.

NOW THEREFORE, Developer and City agree to the terms and conditions as follows:

1. Developer shall provide for the construction of the Public Improvements pursuant to the requirements of the Texas Statutes and the applicable City ordinances, codes and regulations.
2. City agrees to reimburse Developer for the cost of constructing the Public Improvements at a total not to exceed amount of \$203,853.11 or 30% of the total contract price for the construction of the Public Improvements, whichever is less (referred to as the “Not to Exceed Amount”). The City shall contribute no more than the Not to Exceed Amount and Developer shall

bear 100% of the cost of the Public Improvements which exceed the City's Not to Exceed Amount. Developer agrees to provide full documentation to the City of the actual amounts spent towards eligible costs. Subject to verification of such records by the City, the City agrees to reimburse Developer for construction of the Project up to the Not to Exceed Amount. Final payment will be made to Developer once satisfactory documentation showing funds expended has been received and the City has accepted the Public Improvements.

3. Developer or its contractor must execute a performance bond with the City as beneficiary for the construction and completion of the said Public Improvements outlined above. The bond shall also be executed by a corporate surety and shall be in compliance with Chapter 2253 of the Texas Government Code.

4. The Developer shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional named insured on such Certificates, and City shall be notified within ten calendar days of any cancellation of such insurance.

5. Developer agrees to make its books and other records related to the construction of the Public Improvements available for inspection by the City during reasonable business hours.

6. **INDEMNIFICATION. DEVELOPER CONVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES,**

COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE (COLLECTIVELY, "CLAIMS"), INCLUDING BUT NOT LIMITED TO, BODILY INJURY OR DEATH AND PROPERTY DAMAGE ARISING OR ALLEGED TO ARISE FROM (I) ANY BREACH OF THIS AGREEMENT BY DEVELOPER, (II) THE ACTS OR OMISSIONS, VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER, OF OR BY DEVELOPER OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, GUESTS OR PATRONS, WHICH SHALL INCLUDE ALL PLAGUES, EPIDEMICS, PANDEMICS, OUTBREAKS OF INFECTIOUS DISEASES, (INCLUDING, WITHOUT LIMITATION, COVID-19 OR CORONAVIRUS) AND ANY OTHER PUBLIC HEALTH CRISIS RELATED CLAIMS ASSERTED OR ALLEGED AGAINST INDEMNITEES ARISING OUT OF THIS AGREEMENT. IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE INDEMNIFICATION PROVIDED FOR IN THIS ARTICLE IS AN INDEMNITY EXTENDED BY DEVELOPER TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CITY, REGARDLESS OF WHETHER CITY IS ALLEGED TO HAVE BEEN NEGLIGENT, IN WHOLE OR IN PART. NOTWITHSTANDING THE FOREGOING, THE OBLIGATIONS OF DEVELOPER IN THIS ARTICLE SHALL NOT APPLY TO THE EXTENT THE CLAIMS OR COSTS ARISE OUT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CITY OR ITS EMPLOYEES OR AGENTS. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR DEVELOPER KNOWN TO DEVELOPER RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THE DEVELOPER PARTICIPATION CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST. CITY SHALL HAVE THE RIGHT,

AT ITS OPTION, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

7. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes other written or oral agreements between the parties respecting the within subject matter.

9. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law unless equity would require otherwise.

10. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

11. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY

City of McAllen
Attn. City Manager
PO Box 220
McAllen, Texas 78505-0220

DEVELOPER

Red Rock Real Estate Development Group, Ltd.
Attn: Manuel N. Cantu, Jr.
2912 S. Jackson Rd.
McAllen, Texas 78503

With a copy to:
City of McAllen
Attn: City Attorney

PO Box 220
McAllen, TX 78505-0220

The copy sent to the City Attorney is an administrative step which alone does not constitute legal notice. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

12. No waiver by the parties hereto of any default of breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

13. Neither City or Developer shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes lockouts, materials or labor restrictions by any governmental authority, civil riot, floods, pandemics, and any other cause not reasonably within the control of City or Developer, and which by the exercise of due diligence City or Developer is unable, wholly or in part, to prevent or overcome.

14. Nothing contained in the Agreement shall be interpreted or construed as creating a partnership, joint venture, or fiduciary relationship of principal and agent between the City and Developer; it being understood that the sole relationship created is one of developer and a municipality. The City and Developer shall not have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

15. If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of city, and if Developer is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, Developer affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code §808.001.

16. If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of city, and if Developer is a company, other than a sole proprietorship, with

ten (10) or more fulltime employees, then pursuant to Texas Government Code §2274.002, Developer affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms “company” and “boycott energy companies” shall have the meanings described in Texas Government Code §809.001, and Developer verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Developer shall immediately notify the City.

IN WITNESS WHEREOF, the Parties have caused this Developer Participation Contract to be effective as of the date first written above.

CITY OF McALLEN

**RED ROCK REAL ESTATE
DEVELOPMENT GROUP, LTD.**

Javier Villalobos
Mayor

Manuel N. Cantu, Jr.
Manager

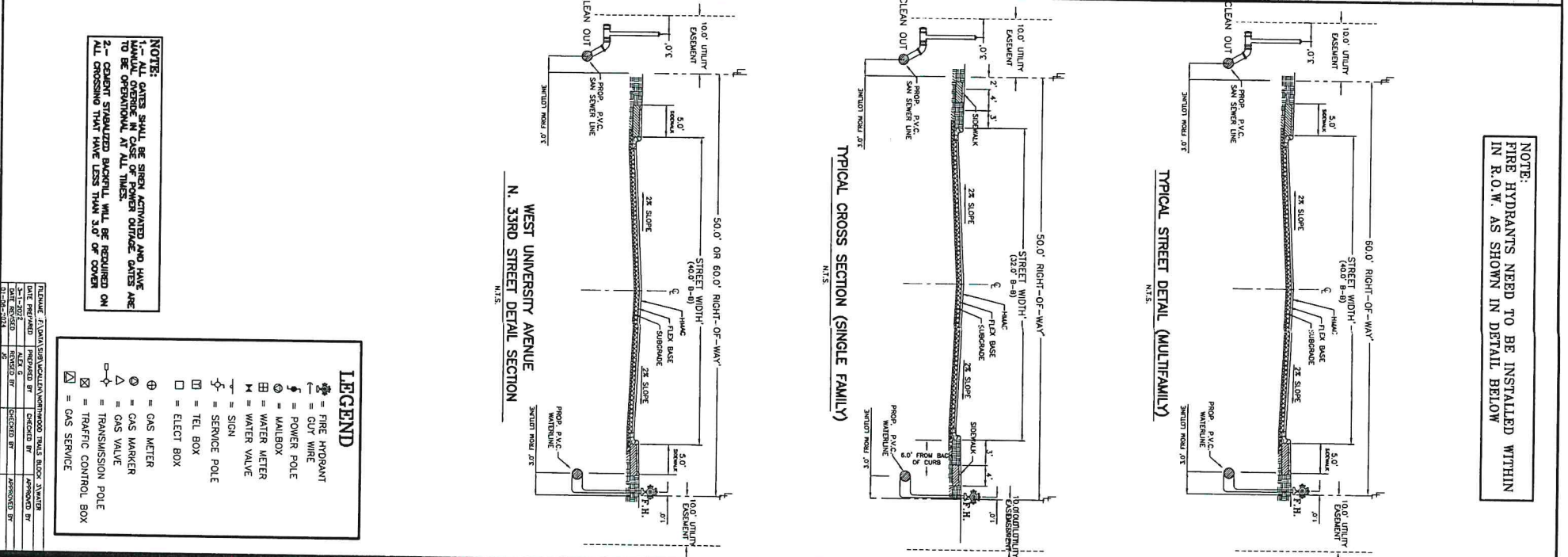
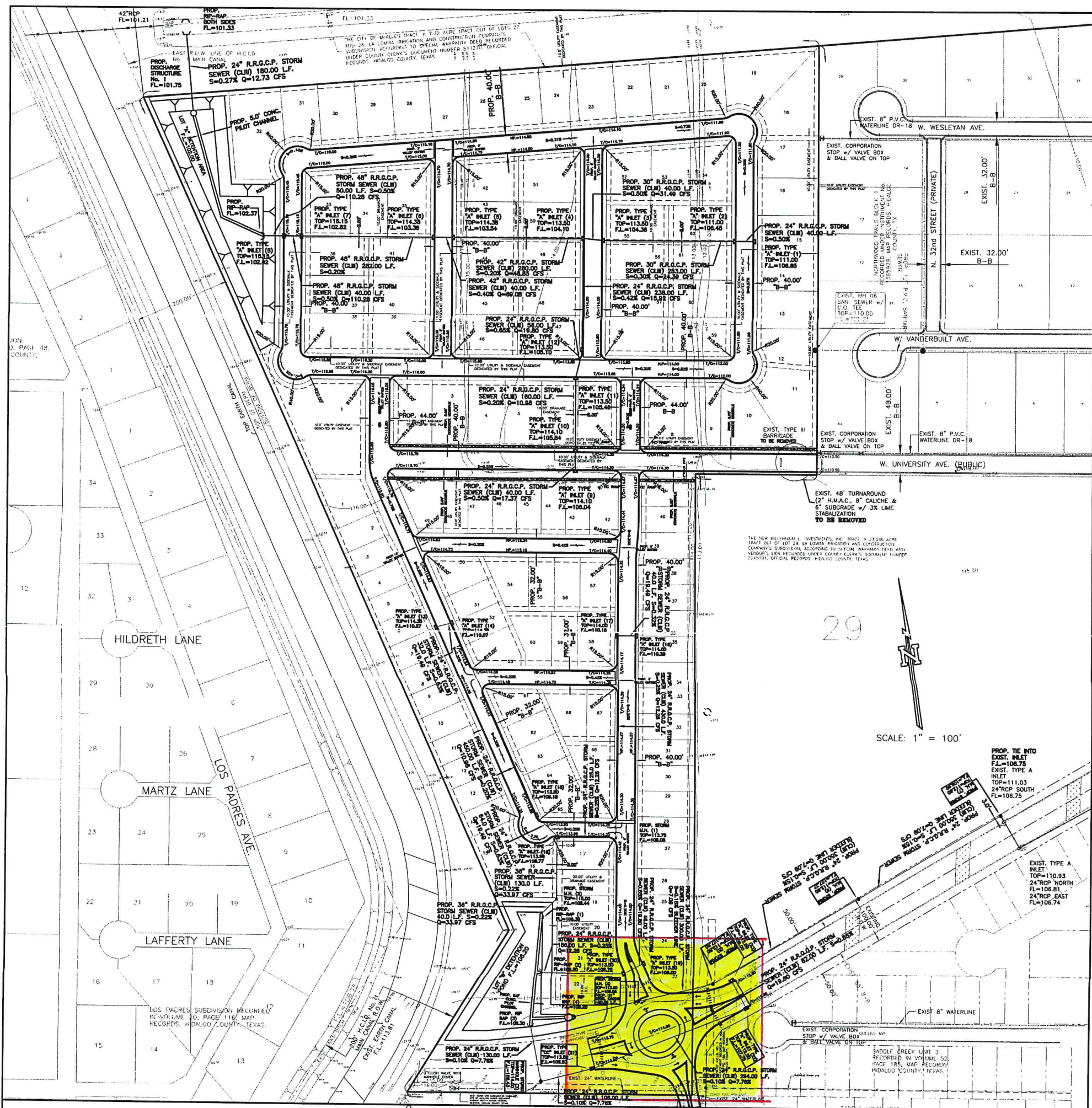
Attest:

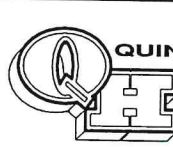
Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to Form:

Austin Stevenson
City Attorney

EXHIBIT "C"





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM



MARGO A. GONZALEZ
120016
PROFESSIONAL ENGINEER

**NORTHWOOD TRAILS
BLOCK II & III
PAVING & DRAINAGE
LAYOUT**

7-17-24

JOB NO. _____
DATE 3-1-2022
REVISION 06-20-2024
SCALE 1" = 100'
DRAWN BY ALEX G
SHEET _____

Northwood Trail Bloack II and III Subdivision 29th Street & Freddy Gonzalez Dr. Paving Improvements For (Roundabout) Public Improvments			
Description	QTY	UNIT COST	TOTAL
3" Hot Mix (Includes Prime Coat MC-30)	7000.00	\$ 20.75	\$ 145,250.00
12" Caliche Base	4150.00	\$ 13.55	\$ 56,232.50
4" Caliche Base	2400.00	\$ 6.55	\$ 15,720.00
12" Subgrade Preparation	7800.00	\$ 4.50	\$ 35,100.00
4% Lime Stabilization (Subgrade)	7800.00	\$ 5.25	\$ 40,950.00
24" Curb & Gutter	1100.00	\$ 15.85	\$ 17,435.00
Remove & Dispose Existing Asphalt	600.00	\$ 12.00	\$ 7,200.00
Remove & Dispose Existing Curb & Gutter	200.00	\$ 20.00	\$ 4,000.00
Type III Barricade	2.00	\$ 750.00	\$ 1,500.00
24" Mountable Curb	1300.00	\$ 20.00	\$ 26,000.00
8" Concrete Slab	3700.00	\$ 20.00	\$ 74,000.00
Striping	1.00	\$ 10,000.00	\$ 10,000.00
Type A Inlet	2.00	\$ 6,500.00	\$ 13,000.00
24" R.R.G.C.P	350.00	\$ 65.00	\$ 22,750.00
Backfill & Compaction	350.00	\$ 14.00	\$ 4,900.00
Trench Safety Protection	350.00	\$ 3.00	\$ 1,050.00
5.0 Sidewalk	5000.00	\$ 9.00	\$ 45,000.00
6.0' Concrete Valley Gutter	840.00	\$ 144.00	\$ 120,960.00
		Total:	\$ 641,047.50
		Design Fee (6%):	\$ 38,462.85
		Sub-Total:	\$ 679,510.35
		Developers Participation (30%):	\$ 203,853.11

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
 Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. # 77062
 Engineering Firm Registration No. F-1513
 Surveying Firm Registration No. 100411-00
 124 E. Stubbs St. Edinburg, Texas 78539
 Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: March 7, 2025	Sheet 1 of 1
Project: Northwood Trails Blocks II and III	BASIS OF ESTIMATE
Number of Lots: 131 (64 Multi-Family, 67 Single Family) Acres: 42.62	
Location: 29th Street & Freddy Gonzalez Dr.	
Irrigation District: HCID No.1	
Owner: Red Rock Real Estate Development Group	☐ No Design Complete ☐ Preliminary Design ☒ Final Design
Type of Estimate: Engineer's Estimate - Paving	
Estimator: Alfonso Quintanilla, P.E., R.P.L.S.	

Item	Description	Unit	Quantity	Unit Cost	Total
I.	Paving Improvements (32.0' B-B & 40.0' B-B)				
1	2" Hot Mix (Includes Prime Coat MC-30)	SY	29,000	13.70	397,300.00
2	8" Caliche Base	SY	29,000	12.60	365,400.00
3	4" Caliche Base	SY	5,500	6.55	36,025.00
4	6" Subgrade Preparation	SY	36,950	3.50	129,325.00
5	4% Lime Stabilization (Subgrade)	SY	36,950	5.25	193,987.50
6	24" Curb & Gutter	LF	14,500	15.35	222,575.00
7	6.0' Concrete Valley Gutter	LF	840	67.00	56,280.00
8	Lot Grading	EA	130	144.00	18,720.00
				Subtotal:	\$ 1,419,612.50
II.	Paving Improvements Freddy Gonzalez (Roundabout)				
1	3" Hot Mix (Includes Prime Coat MC-30)	SY	3,650	20.75	75,737.50
2	12" Caliche Base	SY	3,650	13.55	49,457.50
3	4" Caliche Base	SY	1,100	6.55	7,205.00
4	12" Subgrade Preparation	SY	4,800	4.50	21,600.00
5	4% Lime Stabilization (Subgrade)	SY	4,800	5.25	25,200.00
6	24" Curb & Gutter	LF	1,100	15.85	17,435.00
7	Remove & Dispose Existing Asphalt	LF	600	12.00	7,200.00
8	Remove & Dispose Curb & Gutter	LF	200	20.00	4,000.00
9	Type III Barricade	EA	2	750.00	1,500.00
10	24" Mountable Curb	LF	1,300	20.00	26,000.00
11	8" Concrete Slab	SF	3,700	20.00	74,000.00
12	Striping	LS	1	10,000.00	10,000.00
13	Type "A" Inlet	EA	2	6,500.00	13,000.00
14	24" R.R.G.C.P.	LF	350	65.00	22,750.00
15	Backfill & Compaction	LF	350	14.00	4,900.00
16	Trench Safety Protection	LF	350	3.00	1,050.00
17	5.0' Sidewalk	SF	5,000	9.00	45,000.00
				Subtotal:	\$ 406,035.00
			Total Paving:		\$ 1,825,647.50



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.B.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of Change Order No. 1 for the Boeye Reservoir and Regional Detention Pond Project (Project No. 08-24-C28-986).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: This item expands the scope of the current contract to include an item for removal of an abandoned concrete pipe encountered during excavation and a request for weather days.
5. Fiscal Impact Summary:
305-8708-436-66-36-ID2301 \$19,070,377 Reservoir Development Fund

	Amount	% of Original Contract	Calendar Days
Original Contract	\$2,976,837.96	100.0	225
Change Order No. 1	\$51,600.00	1.7	10
Final Contract	\$3,028,437.96	101.7	235

6. Budgeted: FY 23-24 Actuals
Yes

Bid Amount:	<u>\$2,104,344.72</u>	Budgeted Amount:	<u>\$2,104,344.72</u>
	<u>\$924,093.24</u>		<u>\$19,070,377</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
	<u>\$0.00</u>		<u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u>
			<u>\$0.00</u>

7. Routing:
Bilkis Olazaran Martinez Created/Initiated - 5/6/2025
Eduardo Mendoza Approved - 5/6/2025
Angie Rodriguez Approved - 5/6/2025
Sonia Resendez Approved - 5/6/2025
Gerardo Noriega Approved - 5/6/2025
Michelle Rivera Approved - 5/7/2025
Austin Stevenson Final Approval - 5/7/2025
8. Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of **\$51,600.00** with **10 additional calendar days** for a revised contract amount of **\$3,028,437.96** and revised contract time of **235 calendar days**.

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: May 12, 2025
Subject: **Change Order No. 1: Boeye Reservoir and Regional Detention Pond Project**

Goal:

Consideration and approval of Change Order No. 1 for the Boeye Reservoir and Regional Detention Pond Project.

Explanation:

Change Order No. 1 consists of an addition to the project due to a 30" reinforced concrete pipe found crossing the project borrow site (pictures shown below for your reference). Contractor will need to remove, dispose and plug the RCP pipe for approximately 1,200 linear feet. The change results in an increase of **\$51,600.00** and an additional **10 calendar days**. A brief contract summary is presented below:

	Amount	% of Original Contract	Calendar Days
Original Contract	\$ 2,976,837.96	100.0%	225
Change Order No. 1	\$ 51,600.00	1.7%	10
Revised Contract	\$ 3,028,437.96	101.7%	235



Options:

1. Approve the proposed Change Order No. 1.
2. Disapprove the proposed Change Order No. 1.

Recommendation:

Staff recommends approval of Change Order No. 1 in the amount of \$51,600.00 for a **revised contract amount of \$3,028,437.96** and an additional 10 calendar days for a **revised contract time of 235 calendar days**.

G & G Contractors

To: City of McAllen
1300 W. Houston Ave.
McAllen, Texas 78503

Date: April 30, 2025

Re: City of McAllen Drainage Improvement Project
Boeye Reservoir & Regional Detention Pond
Project No:08-24-C28-986
Change Order No. 1

Contractor: RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, Tx 78539

Contract Date: 10/31/2024
NTP Date: 11/19/2024

Item 1: Remove and dispose of 1200 LF of 30" inch (RCP) pipe. \$48,000.00
Disposal and hauling of demolished materials. Site Clean-up
and restoration. 1200 lf @ \$40.00

Cut pipe and install Reinforced Concrete plug \$ 3,600.00
2 @ \$1,800.00

Additional 10 days

Original Contract Amount	\$ 2,976,837.96
Changes from Previous Change Orders	\$ 0.00
Contract Price Prior to this Change Order	\$ 2,976,837.96
Increase of this Change Order	\$ 51,600.00
New Contract Amount	\$ 3,028,437.96

Original Contract Time	<u>225</u> Days	7/23/2025
Increase from Previous Change Order	0 Days	7/23/2025
Increase of this Change Order	<u>10</u> Days	8/2/2025

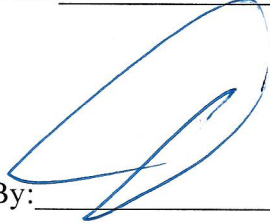
G & G Contractors

The above changes are recommended for Approval:
City of McAllen.

By: _____

Date: _____

The above changes are recommended for Approval:
RG Enterprises, LLC dba G&G Contractors

By:  _____

Date: 4/30/2025

Construction Proposal Boeye Burrow Site Removal/Demo of RCP

G&G Contractors 711 E Winsconsin, Edinburg, Tx 78539

Phone

956-283-7040

Email ; irma.gandgcontractors@gmail.com

CUSTOMER

City of Mcallen

ESTIMATE NO

GGAG-031025-2

DATE _____

3/10/2025

ADDRESS

Boeye Burrow Site

CITY/STATE/ZIP

McAllen Tx, 78503

PHONE

956-239-8566

E-MAIL

adan.gandg@gmail.com

Project Manager

Adan Gonzalez
956-373-6808

PROJECT

Removal of RCP

PREPARED BY:

Adan Gonzalez

ATTENTION

jorge.gutierrez@mcallen.n
et

PAYMENT TERMS

Net 30

DUE DATE

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Materials and Labor 1 year Warranty

TAX RATE	0.00%
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SALES TAX	\$0.00
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OTHER

TOTAL	\$51,600.00
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Sign Below to Accept Quote:

Authorized Rep

Date _____



Construction Proposal Boeye Burrow Site Removal/Demo of RCP

Item No.	Description				
		Unit	Estimated Quantity	Unit Price	Total Cost
Proposal 1: Concrete Pipe Removal					
C1.1	REMOVE AND DISPOSE OF 30-INCH CONCRETE PIPE	LF	1200	\$ 40.00	\$ 48,000.00
C1.2	CUT PIPE AND INSTALL REINFORCED CONCRETE PLUG	EA	2	\$ 1,800.00	\$ 3,600.00
Proposal 1: Concrete Pipe Removal				SUBTOTAL	\$51,600.00

Project: Boeye Reservoir & Regional Detention Pond
 Project No. 08-24-C28-986
 Engineer: Melden & Hunt
 Contractor: G & G Construction
 Account No.: 305-8708-436-66-36 ID2301
 Purchase Order No.: 266431
 Original Contract Amount: \$2,976,837.96

CONTRACT SUMMARY

Item No.	Description	Unit	ORIGINAL CONTRACT			CHANGE ORDER No. 1		REVISED CONTRACT	
			Estimated Quantity	Unit Price	Total Cost	Quantity	Amount	Quantity	Amount
Original Contract									
1	Boeey Reservoir Demolition	LS	1	\$ 35,000.00	\$ 35,000.00		\$ -	1	\$ 35,000.00
2	Borrow Site Excavation	CY	663848	\$ 2.10	\$ 1,394,080.80		\$ -	663848	\$ 1,394,080.80
3	Boeey Reservoir Berm Excavation	CY	37960	\$ 0.32	\$ 12,147.20		\$ -	37960	\$ 12,147.20
4	Boeey Reservoir Backfill	CY	660483	\$ 2.12	\$ 1,400,223.96		\$ -	660483	\$ 1,400,223.96
5	Sluice Gate Install	EA	1	\$ 45,000.00	\$ 45,000.00		\$ -	1	\$ 45,000.00
6	Traffic Control Plan	LS	1	\$ 7,000.00	\$ 7,000.00		\$ -	1	\$ 7,000.00
7	Erosion Control	LS	1	\$ 18,000.00	\$ 18,000.00		\$ -	1	\$ 18,000.00
8	SWPPP	LS	1	\$ 6,000.00	\$ 6,000.00		\$ -	1	\$ 6,000.00
9	Construction Staking	LS	1	\$ 12,000.00	\$ 12,000.00		\$ -	1	\$ 12,000.00
10	Permanent Vegetative Stabilization, Includes Vegetative Watering; Complete in Place	AC	130	\$ 77.00	\$ 10,010.00		\$ -	130	\$ 10,010.00
11	ALT1: 18" Storm RCP Pipe	LF	512	\$ 63.00	\$ 32,256.00		\$ -	512	\$ 32,256.00
12	ALT1: Trench Protection	LF	512	\$ 10.00	\$ 5,120.00		\$ -	512	\$ 5,120.00
					\$ 2,976,837.96		\$ -		\$ 2,976,837.96
Change Order 1 - (New Items)									
C1.1	Remove & dispose of 30" RCP (Includes disposal and hauling of demo materials, site clean up and restoration)	LF	0	\$ -	\$ 40.00	1,200	\$ 48,000.00	1,200	\$ 48,000.00
C1.2	Cut pipe and install reinforced concrete plug.	EA	0	\$ -	\$ 1,800.00	2	\$ 3,600.00	2	\$ 3,600.00
					\$ 1,840.00		\$ 51,600.00		\$ 51,600.00
TOTALS =					\$ 2,976,837.96		\$ 51,600.00		\$ 3,028,437.96

Change Order No.1			
	AMOUNT	CALENDAR DAYS	% OF ORIGINAL CONTRACT
ORIGINAL CONTRCT	\$ 2,976,837.96	225	100%
CHANGE ORDER 1	\$ 51,600.00	10	1.7%
REVISED CONTRACT	\$ 3,028,437.96	235	101.7%



CHANGE ORDER

NO. 1

PROJECT: Boeye Reservoir & Regional Detention Pond **DATE OF ISSUANCE:** 05/12/25

OWNER: City of McAllen
ADDRESS: P.O. Box 220
McAllen, TX 78505-0220

CONTRACTOR: RG Enterprises, LLC dba G&G Contractors **OWNER'S PROJECT NO.** 08-24-C28-986
ADDRESS: 711 E Wisconsin Rd.
Edinburg, TX 78539

CONTRACT FOR: Consideration and approval of C.O No. 1 **ENGINEER:** Melden & Hunt, Inc.
ENGINEER'S PROJECT NO. 23-1028

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

Purpose of Change Order:

Staff recommends approval of Change Order No. 1 in the amount of \$51,600.00 for a revised contract amount of \$3,028,437.96 and an additional 10 calendar days for a revised contract time of 235 calendar days.

Attachments: (List documents supporting change):

City Commission Meeting 05/12/2025

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
<u>\$2,976,837.96</u>	<u>225</u>
	Calendar days
Previous Change Orders No.	Net Change from Previous Change Orders
<u>\$ -</u>	<u>0</u>
	Calendar days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
<u>\$2,976,837.96</u>	<u>225</u>
	Calendar days
Net increase of this Change Order	Net increase of this Change Order
<u>\$ 51,600.00</u>	<u>10</u>
	Calendar days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
<u>\$ 3,028,437.96</u>	<u>235</u>
	Calendar days

APPROVED:

APPROVED:

by _____
Owner
Isaac Tawil, City Manager
City of McAllen

by _____
Contractor
Rene Garza
RG Enterprises, LLC dba G&G Contractors

ACKNOWLEDGED:

RECOMMENDED:

by _____
Director of Purchasing and Contracting
Gerardo Noriega, CPPB
City of McAllen

by _____
City Engineer
Eduardo Mendoza, P.E., P.T.O.E.

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.C.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of Change Order No. 1 for the Alley Rehabilitation Project - Section A (Project No. 10-24-C03-464).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: This item modifies the scope of the current contract to introduce a pavement structure alternative to address shallow utility burials and a request for weather days.
5. Fiscal Impact Summary:

321-8708-436-66-36-IR2204	\$3,030,000	Infrastructure & Improvement Fund
---------------------------	-------------	-----------------------------------

	Amount	% of Original Contract	Calendar Days
Original Contract	\$988,780.42	100	100
Change Order No. 1 (net)	(\$ 148.88)	-0.015	7
Revised Contract	\$988,631.54	99.985	107

6. Budgeted: FY 23-24 Actuals
Yes

Bid Amount:	\$226,407.17	Budgeted Amount:	\$226,407.17
	\$762,224.37		\$3,030,000
Under Budget:	\$0.00	Over Budget:	\$0.00
	\$0.00		\$0.00
		Amount Remaining:	\$0.00
			\$0.00

7. Routing:

Bilkis Olazaran Martinez	Created/Initiated - 5/6/2025
Eduardo Mendoza	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Michelle Rivera	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025
8. Staff Recommendation: Staff recommends approval of Change Order No. 1 in the **net amount of \$148.88** with **7-additional calendar days** for a revised contract amount of **\$988,631.54** and revised contract time of **107-calendar days**.
9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: May 12, 2025
Subject: **Change Order No. 1: Alley Rehabilitation Project – Section A**

Goal:

Consideration and approval of Change Order No. 1 for the Alley Rehabilitation Project – Section A.

Explanation:

The change order proposes to change the typical pavement section by using geogrid to reduce the depth of the pavement section while meeting and exceeding its life expectancy.

Included in this change order is a request for 7 additional calendary days due to inclement weather.

Presented below is a summary of negotiated fees. A detailed scope of work and fee schedule is also attached for your review.

	Amount	% of Original Contract	Calendar Days
Original Contract	\$ 988,780.42	100.0%	100
Change Order No. 1	\$ (148.88)	-0.015%	7
<i>Revised Contract</i>	<i>\$ 988,631.54</i>	<i>99.985%</i>	<i>107</i>

Options:

1. Approve the proposed Change Order No. 1.
2. Disapprove the proposed Change Order No. 1.

Recommendation:

Staff recommends approval of Change Order No.1 in the amount of a net deduct of \$148.88 and 7 calendar days for a revised contract amount of \$988,631.54 and a revised contract time of 107 calendar days.

Alley Rehab Improvements Section A									
Project No. 10-24-C03-464									
Engineer: KCI Technologies									
Contractor: Renoworks									
Account No.: 321-8708-436-66-36 IR2204									
Purchase Order No.: 272167									
Original Contract Amount: \$9,88,780.42									
CONTRACT SUMMARY									
Item No.	Description	Unit	ORIGINAL CONTRACT			CHANGE ORDER No. 1		REVISED CONTRACT	
			Estimated Quantity	Unit Price	Total Cost	Quantity	Amount	Quantity	Amount
Alley Rehab Improvements Section A									
1	PREPARING ROW	STA	11	\$ 582.50	\$ 6,407.50		\$ -	11.0	\$ 6,407.50
2	PREP ROW (TREE)(LESS THAN 24" DIA)	EA	1	\$ 582.50	\$ 582.50		\$ -	1	\$ 582.50
3	REMOVING STAB BASE & ASPH PAV (10"-12")	SY	7,682	\$ 9.79	\$ 75,206.78		\$ -	7,682	\$ 75,206.78
4	EXCAVATION (ROADWAY)	CY	2,939	\$ 17.96	\$ 52,784.44		\$ -	2,939	\$ 52,784.44
5	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	398	\$ 29.13	\$ 11,593.74		\$ -	398	\$ 11,593.74
6	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	CY	4,200	\$ 48.98	\$ 205,716.00		\$ -	4,200	\$ 205,716.00
7	LIME (HYDRATED LIME (SLURRY))	TON	188	\$ 466.00	\$ 87,608.00	-188	\$ (87,608.00)	0	\$ -
8	LIME TRT (SUBGRADE)(6")	SY	19,698	\$ 5.35	\$ 105,384.30	-19,698	\$ (105,384.30)	0	\$ -
9	D-GR HMA TY-D SAC-B PG64-22	TON	1,993	\$ 179.74	\$ 358,221.82		\$ -	1,993	\$ 358,221.82
10	ADJUSTING MANHOLES (WATER VALVE BOX)	EA	5	\$ 699.00	\$ 3,495.00		\$ -	5	\$ 3,495.00
11	ADJUSTING MANHOLES(CAP)	EA	10	\$ 932.00	\$ 9,320.00		\$ -	10	\$ 9,320.00
12	ADJUSTING MANHOLES (WATER METER)	EA	10	\$ 932.00	\$ 9,320.00		\$ -	10	\$ 9,320.00
13	MOBILIZATION	LS	1	\$ 29,125.00	\$ 29,125.00		\$ -	1	\$ 29,125.00
14	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 298.95	\$ 1,793.70		\$ -	6	\$ 1,793.70
15	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	320	\$ 12.74	\$ 4,076.80		\$ -	320	\$ 4,076.80
16	BIODEG EROSN CONT LOGS (REMOVE)	LF	320	\$ 2.91	\$ 931.20		\$ -	320	\$ 931.20
17	DRIVEWAYS (ACP)	SY	606	\$ 41.94	\$ 25,415.64		\$ -	606	\$ 25,415.64
18	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 899.00	\$ 1,798.00		\$ -	2.0	\$ 1,798.00
					\$ 988,780.42		\$ (192,992.30)		\$ 795,788.12
Change Order 1 - (New Items)									
CO1.3	GEOGRID MATERIAL AND INSTALLATION	SY	0	\$ 9.79	\$ -	19,698	\$ 192,843.42	19,698	\$ 192,843.42
					\$ -		\$ 192,843.42		\$ 192,843.42
TOTALS =					\$ 988,780.42		\$ (148.88)		\$ 988,631.54

City of McAllen
311 N 15th St.
McAllen, TX 78501

May 5, 2025

RE: **Alley Rehabilitation Section A**

Dear Mr. Gutierrez,

In response to RFI #1, we encountered existing utility lines located less than 5 inches below the surface. To minimize disturbance to these shallow private utilities, we have proposed the use of geogrid in place of lime-treated subgrade. This approach aligns with the recommendations provided in the Asphalt Pavement Design Analysis and offers an effective alternative under the current site conditions.

Please note that the use of geogrid will not result in any additional cost to the overall contract amount. Below is a revised cost breakdown that reflects these proposed changes:

CHANGE ORDER NO.1			QTY	UNIT PRICE	TOTAL
C1.1	LIME (HYDRATED LIME (SLURRY))	TON	188	\$ 466.00	-\$87,608.00
C1.2	LIME TRT (SUBGRADE)(6")	SY	19,698	\$ 5.35	-\$105,384.30
C1.3	GEOGRID MATERIAL & INSTALLATION	SY	19,698	\$ 9.79	\$192,843.42
CHANGE ORDER NO.1				SUBTOTAL	-\$148.88
GRAND TOTAL =					\$988,631.54

This breakdown has been prepared in coordination with the City of McAllen Engineering Department and is consistent with the current project scope. Kindly review the information and let us know if you have any questions or need further clarification.

Sincerely,



Rene Olivarez, P.E. | President



CHANGE ORDER

NO. 1

PROJECT: Alley Rehabilitation Project - Section A **DATE OF ISSUANCE:** 05/12/25

OWNER: City of McAllen
ADDRESS: P.O. Box 220
McAllen, TX 78505-0220

CONTRACTOR: Renoworks **OWNER'S PROJECT NO.** 10-24-C03-464
ADDRESS: 2705 E Davis Rd
Edinburg, TX 78540

CONTRACT FOR: Consideration and approval of C.O No. 1 **ENGINEER:** KCI Technologies
ENGINEER'S PROJECT NO. 23-1030

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

Purpose of Change Order:

Staff recommends approval of Change Order No.1 in the amount of a net deduct of \$148.88 and 7 calendar days for a revised contract amount of \$988,631.54 and a revised contract time of 107 calendar days.

Attachments: (List documents supporting change):

City Commission Meeting 05/12/2025

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
<u>\$988,780.42</u>	<u>100</u>
	Calendar days
Previous Change Orders No.	Net Change from Previous Change Orders
<u>\$ -</u>	<u>0</u>
	Calendar days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
<u>\$988,780.42</u>	<u>100</u>
	Calendar days
Net increase of this Change Order	Net increase of this Change Order
<u>\$ (148.88)</u>	<u>7</u>
	Calendar days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
<u>\$ 988,631.54</u>	<u>107</u>
	Calendar days

APPROVED:

APPROVED:

by _____
Owner
Isaac Tawil, City Manager
City of McAllen

by _____
Contractor
Rene Olivarez, P.E.
Renoworks

ACKNOWLEDGED:

RECOMMENDED:

by _____
Director of Purchasing and Contracting
Gerardo Noriega, CPPB
City of McAllen

by _____
City Engineer
Eduardo Mendoza, P.E., P.T.O.E.

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.D.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of Change Order No.1 and Final for Daffodil and 41st Drainage Improvement Project (Project No. 06-24-C20-548).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Reconciliation of final contract quantities and subsequent amounts to address an overrun in pavement reconstruction extents and modifications to related curb and gutter.
5. Fiscal Impact Summary:

318-8732-436-66-36-ID2313	\$185,395	Traffic Improvement/Drainage Bond Fund
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	Amount	% of Original Contract	Calendar Days
Original Contract	\$116,908.64		90
Change Order No. 1 & Final	\$ 17,437.76	14.9	0
Final Contract	\$134,346.40	14.9	90
6. Budgeted: FY 23-25 Actuals

Yes		
Bid Amount:	\$14,390 \$119,956.40	Budgeted Amount:
		\$14,390 \$185,395
Under Budget:	\$0.00 \$0.00	Over Budget:
		\$0.00 \$0.00
		Amount Remaining:
		\$0.00 \$0.00
7. Routing:

Jose Perez	Created/Initiated - 5/6/2025
Eduardo Mendoza	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Michelle Rivera	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025
8. Staff Recommendation: The engineer of record, Marcia Appia Civil Infrastructure Consulting Engineers, and staff recommends approval of Change Order No. 1 and Final in the **net amount of \$17,437.76** with **no additional calendar days** for a final contract amount of **\$134,346.40** and final contract time of **90-calendar days**.

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: May 12, 2025

Subject: Consideration and Approval of Change Order No. 1 & Final for the North 41st Street at Daffodil Avenue Drainage Improvements Project (06-24-C20-548)

Goal:

Consideration and approval of Change Order No. 1 & Final Reconciliation of Contract Quantities.

Explanation:

This item presents reconciliation of final contract quantities and subsequent amounts.

The pavement reconstruction extents were expanded to address areas of distressed asphalt encountered during final preparation. Additionally, the scope included modifications to the originally proposed concrete lay down curb to match variations in adjacent grade changes along the right-of-way.

A brief contract summary is presented below.

	Amount	Calendar Days	% of Original Contract
Original Contract	\$116,908.64	90	-
Change Order No. 1 & Final	\$ 17,437.76	0	14.9
Final Contract	\$134,346.40	90	14.9

A detailed contract summary is also included for your review.

The project budget has sufficient funds to cover this additional scope.

Options:

1. Approve the proposed change order.
2. Disapprove the proposed change order.

Recommendation:

The engineer of record, Marcia Appia Civil Infrastructure Consulting Engineers, and staff recommends approval of Change Order No. 1 and Final in the **net amount of \$ 17,437.76** with **no additional calendar days** for a final contract amount of **\$134,346.40** and final contract time of **90-calendar days**.

NORTH 41ST STREET AT DAFFOFIL AVENUE DRAINAGE IMPROVEMENTS PROJECT

Project No. **06-24-C20-548**

Engineer: **Marcia Appia Civil Infrastructure Consulting Engineers**

Contractor: **MJA CONSTRUCTION, LLC.**

Account No.: **318-8732-436-66-36-ID2313**

Purchase Order No.: **258836**

FINAL CONTRACT SUMMARY - MAY 2025

Item No.	Description	Original Contract				Change Order No. 1		Final Contract	
		Unit	Estimated Quantity	Unit Price	Total	Quantity	Amount	Quantity	Amount
1	STREET DEMOLITION, RIGHT OF WAY PREPARATION, CLEARING AND GRUBBING, CONCRETE REMOVAL, UNCLASSIFIED STREET EXCAVATION, AND LOADING AND HAULING OF UNCLASSIFIED MATERIALS. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, BRAKING EXISTING ASPHALT PAVEMENT AND CONCRETE CURB TO THE LIMITS SPECIFIED IN THE PLANS, REMOVAL OF EXISTING CONCRETE DRIVES TO THE LIMITS SPECIFIED IN THE PLANS, EXCAVATING THE STREET TO THE PLANS SPECIFIED ELEVATION, CLEARING EXISTING OBSTRUCTIONS, LOADING AND HAULING OFF SITE EXCAVATED UNCLASSIFIED MATERIAL AND BROKEN CONCRETE RUBBLE.	LS	1	\$ 23,893.00	\$23,893.00	0	\$ 4,802.49	1	\$ 28,695.49
2	24-INCH REINFORCED CONCRETE VALLEY GUTTER INSTALLED AT THE ELEVATION AND GRADE SPECIFIED IN THE PLANS INCLUDING CALICHE BEDDING MATERIAL OF THE CLASS AND TYPE SPECIFIED IN THE PLANS ALL COMPLETE IN PLACE IN ACCORDANCE WITH THE PLANS AND TECHNICAL SPECIFICATIONS.	LF	510	\$ 14.90	\$7,599.00	-510	\$ (7,599.00)	0	\$ -
3	36-INCH REINFORCED CONCRETE VALLEY GUTTER INSTALLED AT THE ELEVATION AND GRADE SPECIFIED IN THE PLANS INCLUDING CALICHE BEDDING MATERIAL OF THE CLASS AND TYPE SPECIFIED IN THE PLANS ALL COMPLETE IN PLACE IN ACCORDANCE WITH THE PLANS AND TECHNICAL SPECIFICATIONS.	LF	55	\$ 25.35	\$1,394.25	0	\$ -	55	\$ 1,394.25
4	2-INCH COMPACTED H.M.A.C. PAVEMENT TYPE "D" FINE GRADED SURFACE COURSE PREPARED WITH CRUSHED LIMESTONE AGGREGATE IN ACCORDANCE WITH SECTION 02612 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS INCLUDING PRIME COAT IN ACCORDANCE WITH SECTION 02610 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS ALL COMPLETE IN PLACE IN ACCORDANCE WITH THE PLANS AND TECHNICAL SPECIFICATIONS.	SY	630	\$ 29.27	\$18,440.10	301	\$ 8,810.27	931	\$ 27,250.37
5	8-INCH COMPACTED FLEXIBLE BASE TYPE "F" GRADE 4 CALICHE BASE MATERIAL IN ACCORDANCE WITH SECTION 2601 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS. THIS ITEM SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO SPREADING, WATERING, WORKING, AND COMPACTING THE BASE MATERIAL TO THE THICKNESS SPECIFIED IN THE PLANS ALL COMPLETE IN PLACE.	SY	630	\$ 21.90	\$13,797.00	0	\$ -	630	\$ 13,797.00
6	INSTALLATION OF TENSAR GEOGRID TRIAX TX 140 BASE REINFORCEMENT ALL IN ACCORDANCE WITH SECTION 2603 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS COMPLETE IN PLACE.	SY	771	\$ 7.58	\$5,844.18	0	\$ -	771	\$ 5,844.18
7	SUBGRADE PREPARATION IN ACCORDANCE WITH SECTION 02220 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS ALL COMPLETE IN PLACE.	SY	771	\$ 12.71	\$9,799.41	0	\$ -	771	\$ 9,799.41
8	REINFORCED CONCRETE DRIVEWAY ALL COMPLETE IN PLACE IN ACCORDANCE WITH THE PLANS AND TECHNICAL SPECIFICATIONS.	SY	180	\$ 50.85	\$9,153.00	0	\$ -	180	\$ 9,153.00

NORTH 41ST STREET AT DAFFOFIL AVENUE DRAINAGE IMPROVEMENTS PROJECT
Project No. **06-24-C20-548**
Engineer: **Marcia Appia Civil Infrastructure Consulting Engineers**
Contractor: **MJA CONSTRUCTION, LLC.**
Account No.: **318-8732-436-66-36-ID2313**
Purchase Order No.: **258836**

FINAL CONTRACT SUMMARY - MAY 2025

		Original Contract				Change Order No. 1		Final Contract	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total	Quantity	Amount	Quantity	Amount
9	ADJUST SANITARY SEWAGE MANHOLE RING AND COVER ALL COMPLETE IN PLACE.	EA	1	\$ 1,800.00	\$1,800.00	0	\$ -	1	\$ 1,800.00
10	ADJUST WATER METER AND VALVE BOXES ALL COMPLETE IN PLACE.	LS	1	\$ 1,250.00	\$1,250.00	0	\$ -	1	\$ 1,250.00
11	RESTORE EXISTING LAWNS AND LANDSCAPE ALL COMPLETE IN PLACE INCLUDING BUT NOT LIMITED TO GRADING IN ACCORDANCE WITH THE PLANS, RE- SODING, AND RESTORING EXISTING IRRIGATION SYSTEM(S).	SY	390	\$ 19.33	\$7,538.70	0	\$ -	390	\$ 7,538.70
12	RETROFIT EXISTING TYPE "C-C" PRE-CAST REINFORCED CONCRETE INLET ALL ACCORDANCE WITH THE PLANS AND TECHNICAL SPECIFICATIONS.	EA	2	\$ 4,750.00	\$9,500.00	0	\$ -	2	\$ 9,500.00
13	RELOCATE EXISTING MAILBOX CLUSTER INCLUDING REINFORCED CONCRETE FOOTING AND WALKWAY ACCESS TO MAILBOX CLUSTER.	LS	1	\$ 3,500.00	\$3,500.00	0	\$ -	1	\$ 3,500.00
14	SOIL EROSION, SEDIMENT RUNOFF CONTROL, AND IMPLEMENTATION OF BEST MANAGEMENT PRACTICE THROUGHOUT THE DURATION OF THE CONSTRUCTION ACTIVITIES ALL IN ACCORDANCE WITH SECTION 01568 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS.	LS	1	\$ 1,100.00	\$1,100.00	0	\$ -	1	\$ 1,100.00
15	TRAFFIC CONTROL MEASURES AND IMPLEMENTATION IN ACCORDANCE WITH SECTION 09101 OF THE CITY OF MCALLEN TECHNICAL SPECIFICATIONS ALL COMPLETE IN PLACE.	LS	1	\$ 1,100.00	\$1,100.00	0	\$ -	1	\$ 1,100.00
16	RESTORE EXISTING PAVEMENT MARKS AND TRAFFIC SIGNS ALL COMPLETE IN PLACE.	LS	1	\$ 1,200.00	\$1,200.00	0	\$ -	1	\$ 1,200.00
SUBTOTAL - ORIGINAL CONTRACT					\$116,908.64		\$6,013.76		\$ 122,922.40
CHANGE ORDER NO. 1 & FINAL									
CO1.1	24" LAYDOWN CURB AND GUTTER	LF	510	\$ 22.40	\$ 11,424.00	510	\$ 11,424.00	510	\$ 11,424.00
SUBTOTAL -CHANGE ORDER NO. 1 & FINAL					\$ 11,424.00		\$ 11,424.00		\$ 11,424.00

	Amount	% of Original Contract	Calendar Days
Original Contract	\$116,908.64		90
Change Order No. 1 & Final	\$17,437.76	14.9%	0
FINAL CONTRACT	\$ 134,346.40	14.9%	90



CHANGE ORDER

NO. 1 & Final

PROJECT: N. 41st At Daffodil Avenue DIP **DATE OF ISSUANCE:** 05/12/25

OWNER: City of McAllen
ADDRESS: P.O. Box 220
McAllen, TX 78505-0220

CONTRACTOR: MJA Construction, LLC
ADDRESS: 3100 Hackberry Avenue
Mission, Texas 78574 **OWNER'S PROJECT NO.** 06-24-C20-548

CONTRACT FOR: N. 41st At Daffodil Drainage Imp **ENGINEER'S PROJECT NO.** 22-1057

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

Description: Consists of additions of concrete curb and asphalt pavement.

Purpose of Change Order: Addition of \$17,437.76 to the contract amount.

Attachments: (List documents supporting change): Agenda Item 5.R. - Approved by City Commission on 5/12/2025

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time	
\$ 116,908.64		90	
		days	
Previous Change Orders No. None		Net Change from Previous Change Orders	
\$ -		0	
		days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 116,908.64		90	
		days	
Net Increase of this Change Order		Net Increase of this Change Order	
\$17,437.76		0	
		days	
Contract Price with all approved Change Orders		Contract Time with all approved Change Orders	
\$ 134,346.40		90	
		days	

APPROVED:

by _____
Owner
Issac Tawil, City Manager

ACKNOWLEDGED:

by _____
Director of Purchasing and Contracting
Gerardo Noriega, CPPB

APPROVED:

by _____
Contractor
Sonia Gonzalez
MJA Construction, LLC

RECOMMENDED:

by _____
Director of Engineering
Eduardo Mendoza, P.E., P.T.O.E.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.E.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of Contract Amendment No. 3 with Cruz Hogan Consultants, Inc. for Additional Engineering Services (Project No. 03-19-S46-502).
2. Party Making Request: Eduardo Mendoza
3. Applicant:
4. Nature of Request: Consideration and authorization of contract amendment No. 3 with Cruz-Hogan Consultants, Inc., for additional engineering services related to the McAllen Lateral Drainage Channel Improvements
5. Fiscal Impact Summary:
170-8728-436-66- \$6,780,766 Drainage Fee Fund
36-ID2008

Amount

Original Contract	\$ 151,069.00
Previous Contract	\$ 194,920.80
Amendments (1 & 2)	
Contract Amendment No. 3	\$ 14,400.00
Revised Contract	\$ 360,389.80

6. Budgeted: FY 21-24 Actuals
yes

Bid Amount:	<u>\$297,120.24</u> <u>\$63,269.56</u>	Budgeted Amount:	<u>\$297,120.24</u> <u>\$6,780,766</u>
Under Budget:	<u>\$0.00</u> <u>\$0.00</u>	Over Budget:	<u>\$0.00</u> <u>\$0.00</u>
		Amount Remaining:	<u>\$0.00</u> <u>\$0.00</u>

7. Routing:
Roberto Garza Created/Initiated - 5/6/2025
Eduardo Mendoza Approved - 5/6/2025
Angie Rodriguez Approved - 5/6/2025
Sonia Resendez Approved - 5/6/2025
Gerardo Noriega Approved - 5/7/2025
Michelle Rivera Approved - 5/7/2025
Austin Stevenson Final Approval - 5/7/2025

8. Staff Recommendation: Staff recommends approval of Contract Amendment No. 3 with **Cruz-Hogan Consultants, Inc.**, in the total amount of **\$14,400.00** for a revised contract amount of **\$360,389.80.**
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E. City Engineer

Date: May 12th, 2025

Subject: **Contract Amendment No. 3 with Cruz Hogan Consultants, Inc. for Additional Engineering Services (Project No. 03-19-S46-502)**

GOAL

Consideration and authorization of contract amendment No. 3 with Cruz-Hogan Consultants, Inc., for additional engineering services for the McAllen Lateral Drainage Channel Improvements (Project No. 03-19-S46-502).

EXPLANATION

Amendment No. 3 expands the scope of the current contract to include Hydraulic channel modeling and design considerations as part of the Texas Department of Transportation requirements for the pedestrian Hike & Bike crossing under the North 10th Street Bridge. The hydraulic model will develop new surface water elevations and will determine design parameters upstream and downstream of the North 10th Street Bridge. This data will be incorporated into the constructions plans and construction documents.

Presented below is a summary of negotiated fees. A detailed scope of work and fee schedule is also attached for your review.

Task	Preliminary Estimated Construction Cost	Negotiated Fee
McAllen Lateral Channel Improvements (Original Scope)	\$ 2,000,000.00	\$ 151,069.00
Amendment No. 1 Additional Services (Hike and Bike Route)	\$ 1,029,460.00	\$ 87,356.80
Amendment No. 2 Additional Services (Pedestrian Tunnel)	\$1,212,050.00	\$101,964.00
Amendment No. 2 Additional Services (Construction Documents; Phase 1)	N/A	\$5,600.00
Amendment No. 3 Additional Services (TXDOT Requirements)	N/A	\$14,400.00
	Total	\$ 360,389.80

OPTIONS

1. Approve the amendment to the contract.
2. Disapprove the amendment to the contract and request staff renegotiate the fees.

RECOMMENDATION

Staff recommends approval of Contract Amendment No. 3 with **Cruz-Hogan Consultants, Inc.**, in the total amount of **\$14,400.00** for a revised contract amount of **\$360,389.80**.



CRUZ - HOGAN

ENGINEERS | PLANNERS

TBPE Firm Reg No. F-4860

Offices

McAllen

Weslaco

Harlingen

**Amendment No. 3
McAllen Lateral Channel Drainage Improvement Project
10th Street Bridge Crossing**

Additional Services – HEC-RAS Model for TxDOT for
Water Surface Elevation (WSE) at 10th Bridge Crossing

The proposed scope of work for additional services includes analysis existing conditions versus proposed conditions to develop a water surface elevation at 10th Street bridge crossing for the 100-year and 50-year storm event. This information is needed for TxDOT PBLR requirements, the 100-year and 50-year storm event will be profiled in construction sheets. A steady state flow will be determined from existing TxDOT flow data, and FEMA estimated base flood elevation to correlate. A HEC-RAS model will be provided to City of Mcallen by Cruz-Hogan for the proposed McAllen Lateral Channel Drainage Improvement Project that will include geometries, plans, results for 100-yr and 50-yr, terrain and steady flow. This model can be used for future use by McAllen Engineering Department for drainage channel future improvements.

Our fee proposal is \$14,400.00 for 80 additional hours to work to complete task by April 30, 2025. Please be advised that any additional work will be subjected to an hourly rate under additional services and will be billed separately.

See Task Hours Attached.



4/17/2025



CRUZ - HOGAN
ENGINEERS | PLANNERS

		Project Manager	Senior Project Engineer	Project Engineer	CADD Designer	CADD Technician	Admin/Clerical	Total Hours by Task	Line Item Cost
TASK	Number of Sheets	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate		
		\$180.00	\$160.00	\$140.00	\$80.00	\$60.00	\$55.00		
Design Phase - Amendment No. 3									
HEC-RAS Model - Entire Channel Improvements, TxDOT 10th Street Crossing, 100-year & 50-year Storm Event	11	80	0	0	0	0	0	80	\$ 14,400.00
							Total=	80	\$ 14,400.00

ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

5.F.

DATE SUBMITTED

05/06/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration and Approval of Change Order of Change Order No. 6 & Final for the McAllen South Industrial Park project (Project No. 03-23-C23-749).

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request: Reconciliation of final contract quantities and subsequent amounts and assessed liquidated damages (100-days).

5. Fiscal Impact Summary:

110-8702-414-80-80-NP2212

\$984,151

Development Corporation Fund

	Amount	% of Original Contract	Calendar Days
Original Contract	\$3,699,231.69	100.0	180
Previous Change Orders (1-5)	\$ 52,861.98	1.4	174
Change Order No. 6 & Final (Net)	(\$ 23,516.83)	-0.6	0
Final Contract	\$3,728,576.84	100.8	354

6. Budgeted: FY22-24 Actuals

Yes

Bid Amount:	\$3,406,420.65	Budgeted Amount:	\$3,406,420.65
	\$322,156.19		\$984,151
Under Budget:	\$0.00	Over Budget:	\$0.00
	\$0.00		\$0.00
		Amount Remaining:	\$0.00
			\$0.00

7. Routing:

Mario Cruz

Created/Initiated - 5/6/2025

Eduardo Mendoza

Approved - 5/6/2025

Angie Rodriguez

Approved - 5/6/2025

Sonia Resendez

Approved - 5/6/2025

Gerardo Noriega

Approved - 5/6/2025

Michelle Rivera

Approved - 5/7/2025

Austin Stevenson

Final Approval - 5/7/2025

8. Staff Recommendation: Staff recommends approval of Change Order No. 6 & Final in the **net amount of \$23,516.83 (deduct)** with **no additional calendar days** for a final contract amount of **\$3,728,576.84** and final contract time of **354-calendar days**.

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager
From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer
Date: May 12, 2025
Subject: **Change Order No. 6: McAllen South Industrial Park Project (Proj. No. 03-23-C23-749)**

Goal:

Consideration and approval of Change Order No. 6 and Final Reconciliation for the McAllen South Industrial Park Project.

Explanation:

Change Order No. 6 consists of the reconciliation of final contract quantities and subsequent amount. City assessed 100 days in liquidated damages.

	Amount	% of Original Contract	Calendar Days
Original Contract	\$ 3,699,231.69	100.0%	180
Previous Change Orders	\$ 52,861.98	1.4%	174
Change Order No. 6	\$ (-23,516.83)	-0.6%	0
<i>Revised Contract</i>	<i>\$ 3,728,576.84</i>	<i>100.8%</i>	<i>354</i>

Options:

1. Approve the proposed Change Order No. 6.
2. Disapprove the proposed Change Order No. 6.

Recommendation:

Staff recommends approval of Change Order No. 6 with a net deduct of \$23,516.85 for a **revised contract amount of \$3,728,576.82.**



CHANGE ORDER

NO. 6 & Final

PROJECT: McAllen South Industrial Park **DATE OF ISSUANCE:** 05/12/25

OWNER: City of McAllen
ADDRESS: P.O. Box 220
McAllen, TX 78505-0220

CONTRACTOR: Clore Equipment, LLC **OWNER'S PROJECT NO.** 03-23-C23-749
ADDRESS: 21220 FM 1420
Harlingen, TX 78550

CONTRACT FOR: Consideration and Approval of CO No. 6 and Final Reconciliation. **ENGINEER:** Spoor Engineering Consultants, Inc.
ENGINEER'S PROJECT NO. 23-2024

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

Purpose of Change Order:

Staff recommends approval of Change Order No. 6 with a net deduct of \$23,516.85 for a revised contract amount of \$3,728,576.82.

Attachments: (List documents supporting change):

City Commission Meeting 05/12/2025

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
<u>\$3,699,231.69</u>	<u>180</u>
	Calendar days
Previous Change Orders No.	Net Change from Previous Change Orders
<u>\$ 52,861.98</u>	<u>174</u>
	Calendar days
Contract Price prior to this Change Order	Contract Time prior to this Change Order
<u>\$3,752,093.67</u>	<u>354</u>
	Calendar days
Net increase of this Change Order	Net increase of this Change Order
<u>\$ (23,516.83)</u>	<u>0</u>
	Calendar days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
<u>\$ 3,728,576.84</u>	<u>354</u>
	Calendar days

APPROVED:

by _____
Owner
Isaac Tawil, City Manager
City of McAllen

ACKNOWLEDGED:

by _____
Director of Purchasing and Contracting
Gerardo Noriega, CPPB
City of McAllen

APPROVED:

by _____
Contractor
Geoffrey Clore, Managing Member
Clore Equipment LLC

RECOMMENDED:

by _____
City Engineer
Eduardo Mendoza, P.E., P.T.O.E.



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.A.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Adoption of an ordinance for a roundabout on Freddy Gonzalez and 33rd Street for Northwood Trails Block II and III.

2. Party Making Request: Eduardo Mendoza

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary: Summary: 300-8708-436-66-36 IR0105

Beging Budget FY 24-25
Expenditures : \$10,895.25
Remaining Balance: \$339,104.75

Contract Amount: \$203,853.11

6. Budgeted: Yes

Bid Amount: \$203,853.11
Under Budget: \$0.00

Budgeted Amount: \$339,104.75
Over Budget: \$0.00
Amount Remaining: \$203,853.11

7. Routing:

Even Gonzalez	Created/Initiated - 5/5/2025
Eduardo Mendoza	Approved - 5/6/2025
Angie Rodriguez	Approved - 5/6/2025
Sonia Resendez	Approved - 5/6/2025
Gerardo Noriega	Approved - 5/6/2025
Michelle Rivera	Approved - 5/7/2025
Austin Stevenson	Final Approval - 5/7/2025

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: Approve. -AWS

11. Manager's Recommendation: Approve. IJT



ENGINEERING DEPARTMENT
MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: May 12, 2025

Subject: Consideration and Approval of a Developer's Participation Ordinance for Public Infrastructure Improvements: Northwood Trails Subdivision Blocks II & III

Goal

Consideration and approval of a Developer's Participation Ordinance for roadway intersection improvements at Future Freddy Gonzalez Road and North 33rd Street, within the extents of the proposed Northwood Trails Subdivision, Blocks II and III.

Explanation

As part of the subdivision process, Red Rock Real Estate Development Group, Ltd., is required to complete their portion of the public improvements along Freddy Gonzalez and 33rd Street.

The Intersection of Freddy Gonzalez and 33rd street is currently unimproved and falls inside the boundary proposed subdivision. The Engineering department has identified this location as a candidate for a multilane roundabout due to the existing right-of-way and roadway geometries.

The Engineer of Record, Quintanilla, Headley and Associates, Inc., on behalf of the Developer, has requested to enter into a participation agreement with the City to complete the full intersection improvements. Staff has reviewed the proposed construction estimate and determined the amount of \$203,853.11, or 30% of the total construction costs as reasonable.

Options

- 1) Approve request to participate with \$203,853.11 or 30% of the total construction cost, whichever is less.
- 2) Disapprove request for City participation.

Recommendation

Staff recommends approval of request.

ORDINANCE NO. 2025-_____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPMENT PARTICIPATION CONTRACT WITH RED ROCK REAL ESTATE DEVELOPMENT GROUP, LTD. RELATING TO FREDDY GONZALEZ ROAD PAVING & DRAINAGE IMPROVEMENTS ON A PLAT FOR NORTHWOOD TRAILS BLOCK II & III; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, under the provisions of Section 212 of the Local Government Code of the State of Texas the City of McAllen, hereinafter referred to as "City", is authorized to enter into a developer participation contract relating to certain public improvements; and

WHEREAS, under the provisions of Subchapter C of Chapter 212 the contractor or developer may construct the improvements, and the municipality may participate in the cost; provided that the participation by the municipality may not exceed \$203,853.11 or thirty (30%) percent of the total contract price of the public improvements, whichever is less.

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

SECTION I: The Mayor is hereby authorized to execute the developer participation contract with Red Rock Real Estate Development Group, Ltd. of Hidalgo County, Texas ("Developer"), relating to Freddy Gonzalez road paving & drainage improvements on a plat for Northwood Trails Block II & III and providing for participation by the City for the cost of the public improvements as set out therein.

SECTION II: The payment by City to Developer under such a developer participation contract shall not be made until all the improvements are constructed by Developer, or by a contractor selected by Developer and accepted to by City as being in compliance with City's rules, regulations, and standards.

SECTION III: Developer or its contractor must execute a performance bond with the City as beneficiary for the construction and completion of the said Public Improvements outlined above. The bond shall also be executed by a corporate surety and shall be in compliance with Chapter 2253 of the Texas Government Code.

SECTION IV: This Ordinance shall be effective after its passage and execution in accordance with the law.

SECTION V: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with Section 2-56 of the Code of Ordinances of the City of McAllen.

SECTION VI: The City Secretary of the City of McAllen is hereby directed not to publish this ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof.

SECTION VII: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED and APPROVED on May 12, 2025, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas at which a quorum was present and which was held in accordance with Chapter 551, Texas Government Code.

SIGNED on May 13, 2025.

CITY OF MCALLEN

By: _____
Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

6.B.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Providing for a Budget Amendment for Fiscal Year 2024-2025 for Airport Improvement Projects.
2. Party Making Request: Jeremy Santoscoy
3. Applicant: Jeremy Santoscoy
4. Nature of Request: Consideration and Approval of FY 2024-2025 Budget Amendment for Airport Improvement Projects.
5. Fiscal Impact Summary:

Account	Project Description	Estimated Costs	Current Budget	Proposed Amendment
554-8708-446-66-30-CA6301	Terminal Improvements	\$ 8,302,778.00	\$ 12,000,000.00	\$ (3,697,222.00)
554-8708-446-66-30-CA6401	Terminal Improvements	\$ 3,009,258.00	\$ -	\$ 3,009,258.00
554-8708-446-66-30-CA6601	Terminal Improvements	\$ 1,258,073.00	\$ -	\$ 1,258,073.00
554-8718-446-66-30-TBD	Terminal Improvements (Non-Fed)	\$ 4,074,478.00	\$ -	\$ 4,074,478.00
		\$ 16,644,587.00	\$ 12,000,000.00	\$ 4,644,587.00

6. Budgeted: NO

Bid Amount: \$4,644,587
Under Budget: \$0.00

Budgeted Amount: \$0.00
Over Budget: \$0.00
Amount Remaining: \$0.00

7. Routing:

Estela Velasquez
Jeremy Santoscoy
Angie Rodriguez
Sonia Resendez
Gerardo Noriega
Austin Stevenson

Created/Initiated - 5/5/2025
Approved - 5/5/2025
Approved - 5/7/2025
Approved - 5/7/2025
Approved - 5/7/2025
Final Approval - 5/7/2025

8. Staff Recommendation: Staff recommends approval of the above-mentioned FY 2024-25 budget amendment.
9. Advisory Board:
10. City Attorney: Approve. -AWS
11. Manager's Recommendation: Approve. IJT



Memorandum

To: Isaac J. Tawil, City Manager

From: Jeremy A. Santoscoy, P.E., CFM, Director of Aviation *JAS*

Date: May 5, 2025

Subject: Consideration and Approval of FY 2024-2025 Budget Amendment for Airport Improvement Projects

GOAL

Consideration and approval of a budget amendment for FY 2024-2025 Airport funds to implement Terminal Improvements Project.

EXPLANATION

The Budget Amendment is requested to implement the approved design project brought forth through Terminal Capacity Study during the end of FY 2023-2024.

Project Description	Estimated Costs	Current Budget	Prop Amendment	Funding Sources		
				FAA	PFC	Airport
Terminal Improvements	\$ 16,644,587	\$ 12,000,000	\$ 4,644,587	\$ 11,313,098	\$ 2,257,011	\$ 3,074,478

OPTIONS

Approve or reject the proposed budget amendment.

RECOMMENDATION

Staff recommends approval of the above-mentioned FY 2024-25 budget amendment.

ORDINANCE NO. 2025 - ____

AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF McALLEN FOR THE FISCAL YEAR 2024-2025 EFFECTIVE OCTOBER 1, 2024, PROVIDING FOR A BUDGET AMENDMENT INCREASE IN REVENUES TO WIT: \$4,644,587 AND AN INCREASE IN EXPENDITURES TO WIT: \$4,644,587 FOR AIRPORT TERMINAL EXPANSION DESIGN PROJECT & CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION SERVICES

WHEREAS, the Board of Commissioners of the City of McAllen pursuant to Chapter 102 of the Local Government Code has heretofore adopted a budget for the City of McAllen for Fiscal Year 2024-2025. Such budget was effective October 1, 2024 and

WHEREAS, the Board of Commissioners of the City of McAllen deems it in the best interest of the City and for municipal purposes to amend the budget heretofore adopted for such fiscal year by providing for unanticipated expenditures which were not known to the governmental body prior to the adoption of the budget but have since become necessary to fund since the effective date of the budget and to also show revenues which were not anticipated by the governing body in the adoption of the 2024-2025 budget but have been received by the governmental body since that date.

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

SECTION I: The Budget for the City of McAllen for the Fiscal Year 2024-2025 which became effective October 1, 2024, as set out in Ordinance 2024-98 adopted on September 23, 2024 is hereby amended in the following particulars as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION II: The City Manager as Budget Officer shall provide for the filing of a true copy of this Budget Amendment in the office of the County Clerk, Hidalgo County, Texas.

SECTION III: This Ordinance shall be effective after its passage and execution in accordance with the law.

SECTION IV: The City Secretary of the City of McAllen is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in McAllen, Hidalgo County, Texas in accordance with the Code of Ordinances of the City of McAllen Section 2-56. Publication of ordinances.

SECTION V: The City Secretary of the City of McAllen is hereby directed not to publish this Ordinance in the Code of Ordinances of the City of McAllen as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION VI: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

CONSIDERED, PASSED and APPROVED on May 12, 2025, at a regular meeting of the Board of Commissioners of the City of McAllen, Texas, at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code.

SIGNED May ____, 2025.

CITY OF McALLEN, TEXAS

Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

Approved as to form:

Austin Stevenson, City Attorney



BUDGET AMENDMENT REQUEST FORM

FUND: McAllen International Airport, CIP & PFC
DEPARTMENT: Aviation
FISCAL YEAR: 24-25

To be assigned by Office of Management & Budget dept.	
REVIEW BY	
DATE OF ENTRY	
ENTRY MADE BY	
JOURNAL ENTRY	
ORDINANCE NO.	
INTRANET CROSS FUND CAPITAL IMPRV PROJECT LISTING UPDATE	

Fund	Dept. & Division	Activity	Element & Object	Project Code	Description	Original/Revised Budget	Debit/Credit	Revised Budget
554	0000	331	02-00		Federal Grants/Federal Aviation	\$ 30,328,071	\$ 513,098	\$ 30,841,169
554	0000	391	03-00		PFC Airport Fund - Transfer In	3,344,088	\$ 1,057,011	4,401,099
552	9010	499	74-17		PFC Airport Fund	3,344,088		4,401,099
554	0000	391	02-00		McAllen International Airport	8,116,063	\$ 3,074,478	11,190,541
550	9010	499	74-17		McAllen International Airport Transfer Out	8,116,063		11,190,541
Total Revenue Increase /(Decrease)							\$ 4,644,587	
554	8708	446	66-30	CA6301	Terminal Improvements	\$ 12,000,000	(3,697,222)	\$ 8,302,778
554	8708	446	66-30	CA6401	Terminal Improvements	-	3,009,258	3,009,258
554	8708	446	66-30	CA6601	Terminal Improvements		1,258,073	1,258,073
554	8718	446	66-30	TBD	Terminal Improvements (Non-Fed)		4,074,478	4,074,478
Total Expenditure Increase /(Decrease)							\$ 4,644,587	
550	0000	280	02-00		McAllen International Airport Fund Balance (DON'T POST)	11,145,849	\$ (3,074,478)	8,071,371
NET CHANGE							\$ (3,074,478)	

(Round up all amounts to the nearest hundred dollars)

JUSTIFICATION:

FY 24-25 budget amendment requested to fund Terminal Expansion Design & Construction Manager at Risk Pre-Construction Services.

City Manager

Signature _____ Date _____

Office of Management & Budget

Signature _____ Date _____

Finance

Signature _____ Date _____



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

7.A.

DATE SUBMITTED

05/05/2025

MEETING DATE

5/12/2025

1. Agenda Item: Consideration of a variance request to not require the subdivision process at a 9.642 acre tract of land out of the west 10.255 acres of the east 20.513 acre of Lot 10, section 280, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas; 2113 West State Highway 107.
2. Party Making Request: Omar Sotelo
3. Applicant: Jose Vazquez
4. Nature of Request: Consideration of a variance request to not require the subdivision process at a 9.642 acre tract of land out of the west 10.255 acres of the east 20.513 acre of Lot 10, section 280, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas; 2113 West State Highway 107.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:

Jessica Cavazos	Created/Initiated - 5/5/2025
Omar Sotelo	Approved - 5/5/2025
Michelle Rivera	Approved - 5/5/2025
Austin Stevenson	Final Approval - 5/6/2025
8. Staff Recommendation: Staff recommends disapproval
9. Advisory Board:
10. City Attorney: None. -AWS
11. Manager's Recommendation: Approve staff Recommendation. IJT

Memo

TO: Isaac J. Tawil, City Manager

FROM: Omar Sotelo, CPM, Planning Director

DATE: May 5, 2025

SUBJECT: CONSIDERATION OF A VARIANCE REQUEST TO NOT REQUIRE THE SUBDIVISION PROCESS AT A 9.642 ACRE TRACT OF LAND OUT OF THE WEST 10.255 ACRES OF THE EAST 20.513 ACRE OF LOT 10, SECTION 280, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS; 2113 WEST STATE HIGHWAY 107. (VAR2025-0011)

BRIEF DESCRIPTION: The property is located south side of State Hwy 107. The subject property has three different zones I-1 (Light Industrial-OC) District, C-3 (general business-OC) District, and C-4 (Commercial Industrial-OC) District. Surrounding land uses include non-conforming commercial uses and vacant land. This property was annexed into the City Limits in March November 1995.

The owner, Jose Vasquez, was granted this property in June of 2012 as the record states in the Hidalgo County Appraisal District. The tract of land in question is described by metes and bounds and was split from a larger tract without benefit of subdivision after 1990. This tract is 330 feet wide with a depth of 1,274.25 feet. There are two existing structures on the property being utilized as commercial development Rio Tech and a Snack Shop and a food truck under the name of "Tacos Meno". The applicant is wanting to construct a carport in the rear of the property. The proposal does require a building permit, which will trigger the subdivision process. A subdivision exemption application was submitted on April 10, 2024; however, the determination was that a subdivision process will be required, a 2014 building permit had a condition that stated that the subdivision would be required if any other building or structure is proposed in the future. The permit issues with the conditions and was signed by the applicant.

The Public Works, Public Utilities, Fire, Engineering, and Traffic Department recommended disapproval of the request since requirements are related to the subdivision process.

The basis for the request is that the subdivision process will increase the time/financial costs, the use will remain the same; time is not considered a hardship for development. If a variance is granted, the property owner will need to obtain building and related permits from the City of McAllen. However, if the variance is not approved, the subdivision process with the required public improvements would be required prior to issuance of the necessary building permits.

OPTIONS:

1. Approve the variance as requested.
2. Approve the variance request subject to Right-Of-Way dedication and contractual agreement as applicable, water and sewer connections, fire hydrants with appropriate spacing, proper access, trip generation report, declaration lane, street lighting, and improvements along SH 107 with proper spacing.

3. Disapprove the request and require compliance with State law and local ordinances.
4. Table the variance request for additional information.

RECOMMENDATION:

Staff recommends Option 3, disapproval of the variance request requiring the subdivision process in accordance with Texas Local Government Code Section 212.004 and the McAllen Subdivision Ordinance, which require owners to have a recorded plat filed with the County Clerk.

If approval of the variance is considered, then it should be subject to the requirements (as applicable) outlined in Option #2 by the various development departments.

VAR-2025-0011

5/12/25



City of McAllen

Planning Department

VARIANCE TO SUBDIVISION PROCESS APPLICATION

 311 North 15th Street
 McAllen, TX 78501
 P. O. Box 220

 McAllen, TX 78505-0220
 (956) 681-1250
 (956) 681-1279 (fax)

Project

Legal Description

 A. 9.642 Acre TOTAL OF L&M OUT OF THE
 WEST 10.255 ACRE

Proposed Subdivision (if applicable)

Street Address

2113 W. STATE HWY 107

Number of lots

1

Gross acres

10

Existing Zoning

C3, C4, I4

Existing Land Use

Retail

☐ Current Survey and Metes and Bounds (required if the legal description is a portion of a lot)

Applicant

Name

JOSE VAZQUEZ

Phone

956 534 6693

Address

PO Box 1938

E-mail

jlv6693@gmail.com

City

EDINBURG

State

TX

Zip

78540

Owner

Name

SAME

Phone

Address

E-mail

City

State

Zip

Authorization

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc. which would prevent the utilization of the property in the manner indicated?

☐ Yes

☒ No

 I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable)
 OR I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature

Date

03/28/25

Print Name

JOSE L. VAZQUEZ

☒ Owner

☐ Authorized Agent

Office

FOR OFFICE USE ONLY

APPLICATION FILING FEE:

☐ \$250.00

Accepted by

NM

Payment received by





City of McAllen

Planning Department

REASON FOR APPEAL

22/5/2

Notes: As per McAllen Code of Ordinances Sec. 134-6, financial hardships alone are **not** an eligible standing for a variance. Please submit for consideration and review any combination of the following: (If necessary, please use an additional page to complete responses)

**Information provided here by the applicant does not guarantee that the Commission will grant a variance.

***Applicant should include all information they determine is relevant, but it is not required to provide responses to all sections listed below.

Reason for Appeal

1. Describe the special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.

LAND / PROPERTY TO BE KEPT AS-IS. NO INTENSION OF SELL OR FUTURE IMPROVEMENTS SEEN IN NEAR FUTURE. NO NEED TO DEVELOP / DEVELOPMENT.

2. Describe how the variance is necessary for the preservation and enjoyment of the legal property rights of its owner.

KEEP PROPERTY AS A WHOLE AS IT WAS BEFORE THE CITY OF McALLEN REACHT THIS PROPERTY.

3. Describe how the variance will not be detrimental to the public health, safety or welfare or injurious to the legal rights other property owners enjoy in the area.

MAINTAIN NATURAL USE OF GREEN AREA IN NORTH McALLEN.

4. Describe how the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this chapter.

NO OTHER LARGE PIECE OF LAND NEAR PROPERTY.

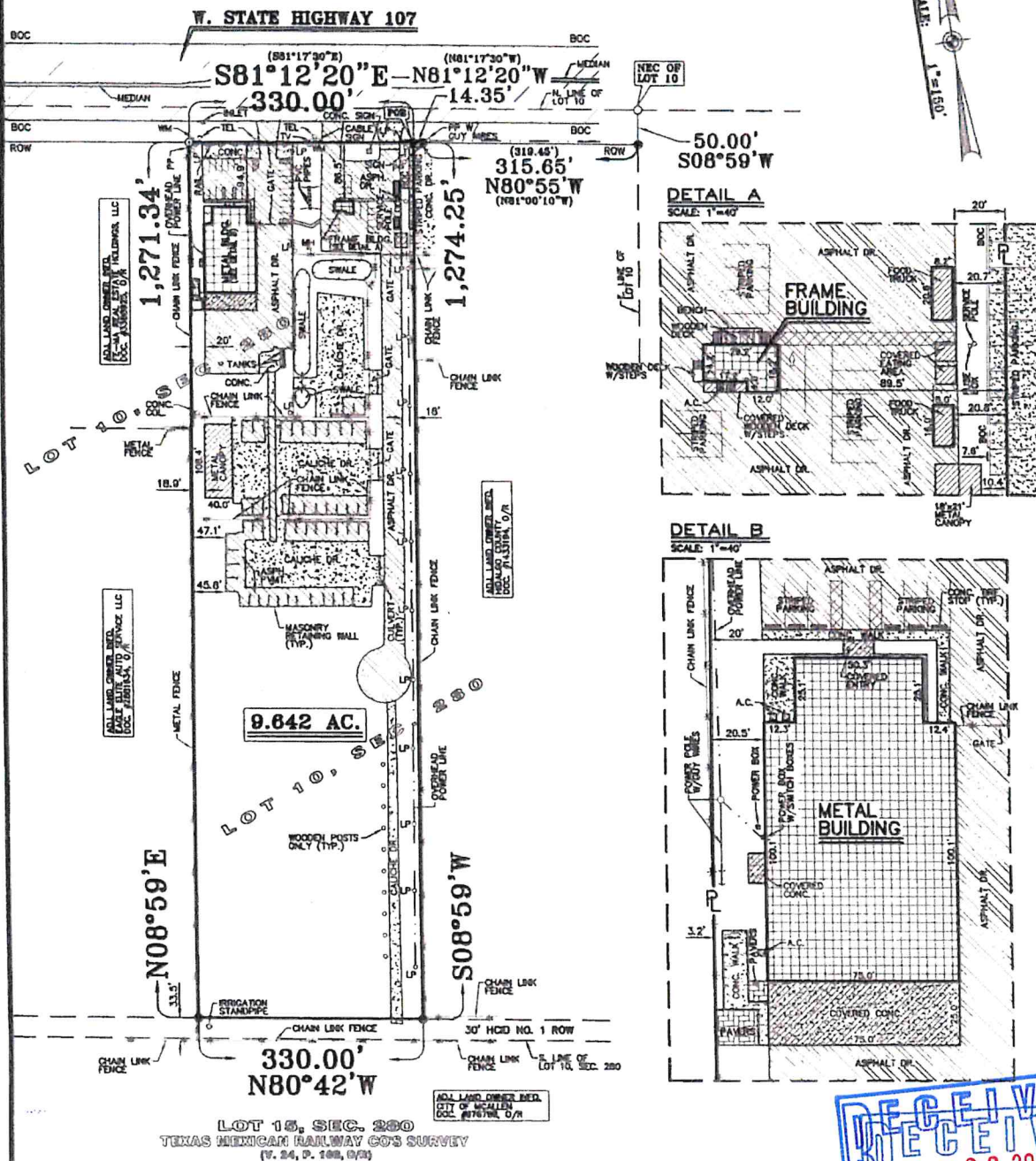
* NEED A BUILDING PERMIT FOR CAR POST / GARAGE. (NO LIVING AREA)
* DON'T SEE REASON FOR SUBDIVISION PROCESS.



ART SALINAS

ENGINEERING & SURVEYING

1634 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (361) 618-5555 FAX: (361) 618-5040



FLOOD ZONE DESIGNATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.S.A. Flood Insurance Rate Map No. 480334-0325-D dated 06-06-03.

PLAT NOTES:

- There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent encroachments except as shown on this plat.
- This survey was prepared without the benefit of a title report. Easement research is not within the scope of this boundary survey.
- This survey must contain an embossed seal and an original signature to be valid as per Sections 681.48 and Section 683.19 of the "The Professional Land Surveying Practices Act".
- This is a standard survey and does not include the location or subsurface investigation of underground utility, irrigation and/or gas lines.
- Subject to oil, gas and mineral lease of record.
- Bearing Beak: "The E. line of a 9.842 ac tract recorded in Doc. # 484228, O/R"

CLIENT: Jose Lucio Vazquez

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE GROUND WHICH IS LOCATED AT 2113 W. STATE HIGHWAY 107, IN McALLEN, TEXAS, DESCRIBED AS FOLLOWS:
A 9.842 ACRE TRACT OF LAND OUT OF THE WEST 10.255 ACRES (DEED RECORD: 10.00 ACRES) OF THE EAST 20.519 ACRES (DEED RECORD: 20.00 ACRES) OF LOT TEN (10), SECTION TWO HUNDRED EIGHTY (280), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS DESCRIPTION)

24-65562
Job No.

02-20-24
Date

© COPYRIGHT 2024 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

Registered Professional Land Surveyor No. 4802



LEGEND

- - DENOTES FOUND 1/2" ROD
- - DENOTES FOUND 5/8" PIPE
- - DENOTES NO MONUMENT
- ROW - DENOTES RIGHT OF WAY
- BOC - DENOTES BACK OF CURB
- WM - DENOTES WATER METER
- TEL - DENOTES TELEPHONE PED.
- TV - DENOTES T.V. PED.
- PP - DENOTES POWER POLE
- LP - DENOTES LIGHT POLE
- MH - DENOTES MANHOLE
- POB - DENOTES POINT OF BEGINNING

ART SALINAS ENGINEERING & SURVEYING

1524 DOVE AVENUE

McALLEN, TX 78504

PH: (956) 618-5565

FAX: (956) 618-5540

T.B.P.E. FIRM REG. NO. F-5154

T.B.L.S. FIRM REG. NO. 10004000

METES AND BOUNDS DESCRIPTION (9.642 acre tract)

A 9.642 acre tract of land out of the West 10.255 acres (Deed Record: 10.00 acres) of the East 20.519 acres (Deed Record: 20.00 acres) of Lot Ten (10), Section Two Hundred Eighty (280), Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Pages 168-171, Deed Records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found on the South right-of-way line of W. State Highway 107 for the Northeast corner of this tract, said rod bears South 08 degrees 59 minutes West 50.00 feet to a 1/2 inch iron rod found, and thence North 80 degrees 55 minutes West 315.65 feet (Deed Record: North 81 degrees 00 minutes 10 seconds West 319.45 feet) to a 1/2 inch iron rod found, and thence North 81 degrees 12 minutes 20 seconds West (Deed Record: North 81 degrees 17 minutes 30 seconds West) 14.35 feet from the Northeast corner of Lot 10;

THENCE, South 08 degrees 59 minutes West and along the West line of the Hidalgo County tract (Doc. #1433194, O/R), a distance of 1274.25 feet to a 1/2 inch iron rod found on the North line of a Hidalgo County Irrigation District No. 1 right-of-way for the Southeast corner of this tract;

THENCE, North 80 degrees 42 minutes West, along the North line of said Hidalgo County Irrigation District No. 1 right-of-way a distance of 330.00 feet to a 1/2 inch iron rod found for the Southwest corner of this tract;

THENCE, North 08 degrees 59 minutes East and along the East line of the Eagle Elite Auto Service tract (Doc. #2881634, O/R) and the FE-MA Real Estate Holdings, LLC tract (Doc. #3388925, O/R), a distance of 1271.34 feet to a 5/8 inch iron pipe found on the South right-of-way line of W. State Highway 107 for the Northwest corner of this tract;

THENCE, South 81 degrees 12 minutes 20 seconds East (Deed Records: South 81 degrees 17 minutes 30 seconds East) along the South right-of-way line of W. State Highway 107, a distance of 330.00 feet to the POINT OF BEGINNING, and containing 9.642 acres of land, more or less.

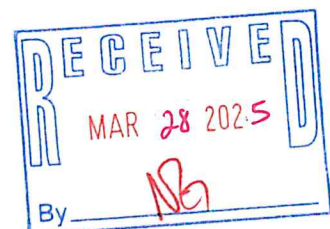
Bearing Basis: "The East line of a 9.642 acre tract recorded in Doc. #494229, O/R"

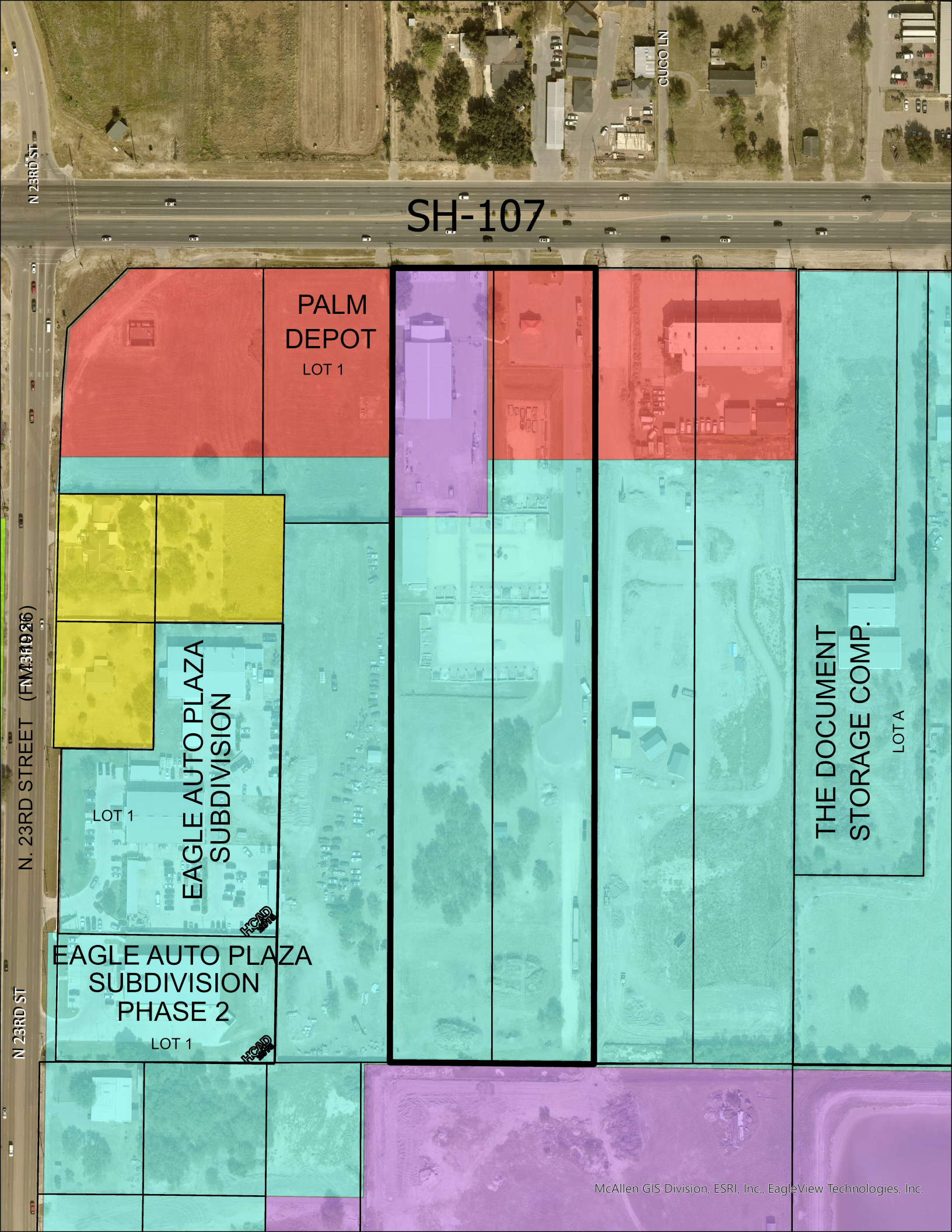
Job No. 24-66862

Date: 02-20-24



Arturo A. Salinas, R.P.L.S. #4802





N 23RD ST

SH-107

CUCO LN

N. 23RD STREET (FM 31926)

N 23RD ST

PALM
DEPOT
LOT 1

LOT 1

EAGLE AUTO PLAZA
SUBDIVISION

EAGLE AUTO PLAZA
SUBDIVISION
PHASE 2

LOT 1

THE DOCUMENT
STORAGE COMP.

LOTA

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

BUILDING PERMIT

PERMIT NO. CMM2014-03165

DATE ISSUED 06/24/2014

GENERAL
CONTRACTOR Jose L Vazquez
Jose L Vazquez
Po Box 2347
McAllen, TX 78501

PHONE 956-534-6693

TYPE OF CONSTRUCTION New

BLDG HGT

NO OF FLOORS 1

BLDG
SQ FT 400NO. PARKING
SPACESSQ FT
LOT 0LOT
FRONT 0TOC
ELEV 0

EXISTING USE OF LOT Vacant

NEW USE OF LOT Utility and Miscellaneous

FOUNDATION

EXT WALL

ROOF

FOR RESIDENTIAL
USE ONLYNO OF
UNITS 0NO
BDRMSNO
BATHRMSSQ FT
CARPORTSQ FT
LIVING 0OWNER JOSE L & HECTOR D VASQUEZ
1204 N 24TH ST MCALLEN TX 78501-7416

IMPROVEMENT VALUE 8500

PHONE

LOT 0010

BLOCK 280

SUBDIVISION

TEX-MEX SURVEY

SITE ADDRESS 2113 SH 107

ZONING C2

L.U. CODE Building/Commercial

CERTIFICATE OF OCCUPANCY/COMPLETION

This document becomes the Certificate of Occupancy/Completion when signed by the Building Official

Signature _____

Date _____

The foregoing is a true and correct description of the improvements proposed by the undersigned applicant, and the applicant certifies that he will have full authority over construction of same.

The permit shall not be held to permit, or be an approval of the violation, or modification of any provisions of City ordinances, codes, subdivision restrictions or State law, or be a waiver by the City of such violation. Alterations, changes, or deviations from the plans authorized by this permit is unlawful without written authorization from the Building Inspection Department.

The applicant hereby agrees to comply with all City ordinances, codes, subdivision restrictions and State laws and assumes all responsibility for such compliance.

It is understood that the improvements shall not be occupied until a Certificate of Occupancy has been issued, or otherwise approved by the Building Inspection Department.

Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for six months after the time work is commenced. Otherwise, permit is good for one year only.

Authorized Agent/Owner _____

Date

06/24/14

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

PERMIT CONDITIONSPERMIT NO: **CMM2014-03165**PERMIT TYPE: **Commercial / New or Addition**ADDRESS: **2113 SH 107**LOT: **0010**BLOCK: **280**SUBDIVISION: **TEX-MEX SURVEY**

#	CONDITION DESCRIPTION
Building Inspections Permit Conditions	
1	Minimum setback: Front: 60 ft. based on half of total ROW for SH 107 (120 ft.) Sides: 10 ft. or greater in accordance with the Zoning Ordinance Rear: in accordance with the Zoning Ordinance
2	Service Sink Required. (table 2902.1, 2012 IBC)
3	Plumbing to City Code and Ordinance. (2012 IPC)
4	ELECTRICAL TO CITY CODE AND ORDINANCE. (2011 NEC)
5	Mechanical to City Code and Ordinance. (2012 IMC)
6	Stairway construction as per 2012 IBC.
7	This is to certify that the elevation at 2113 SH 107 shall be at existing building elevation.
8	Need to identify job site (address)
9	Restroom facilities must meet City Codes and Texas Accessibility Standards.
10	Exit signs required.
11	Emergency lights required.
12	Fire extinguishers required.
13	Address required on front and rear doors of all commercial buildings.
14	All building debris must be contained and disposed of properly prior to final.
15	Minimum grease trap/interceptor capacity: Contact pretreatment department at 956-681-1760.
16	FINISH OUT WILL NOT BE APPROVED FOR A FINAL INSPECTION UNLESS THE SHELL PERMIT HAS FINAL INSPECTION OR A TEMPORARY OCCUPANCY APPROVAL. <u>Y</u> INITIAL
17	* ALL CONSTRUCTION AS PER THE 2012 INTERNATIONAL BUILDING CODES (IBC)
18	**OTHER CODE AND CITY ORDINANCES MAY APPLY.
19	**MEXICO BLOCK SHALL NOT BE USED UNLESS APPROVED BY THE BUILDING OFFICIAL.
20	Toilet rooms shall not open directly into a room used for the preparation of food for service to the public as per Section 1210.4, 2012 International Building Code.
21	Pedestrians shall be protected during construction, remodeling and demolition as per Section 3306, 2012 International Building Code.
22	Interceptors shall be vented as per Section 1003.9 and Ch. 9, 2012 International Plumbing Code.
23	Fire doors shall comply w/section 716.5 and NFPA80 of the 2012 International Building Code.

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

PERMIT CONDITIONS

#	CONDITION DESCRIPTION
24	All plans and specifications for construction or for substantial renovation, modification, or alteration of a building or facility that has an estimate construction cost of \$50,000 or more and that is subject to the provisions of the Texas Civil Statutes, Article 9102 shall be submitted to the Texas Department of Licensing and Regulation for review and approval. Information below must be submitted to City of McAllen Inspections prior to Issuance of Building Permit. Buildings or Facilities that have an estimate construction cost of less than \$50,000 require no submittal to TX. Dept. of licensing and Regulation, but require 100% compliance with TDLR. I hereby notify the Texas Department of Licensing and Regulation of the described project and of my intent to perform, or cause to be performed, all services necessary to design said project in accordance with the provisions of Article 9102, Texas Civil Statutes. I certify that I am the owner/contractor/registered design professional with overall responsibility for the design of the project and whose seal is affixed to the construction documents. You may contact the TDLR at 1-800-803-9202.
25	Gutters and leaders placed on the outside of buildings, other than Group R-3, private garages and buildings of Type V construction, shall be of noncombustible material or a minimum of Schedule 40 plastic pipe.
26	Design and installation of roof drainage systems shall comply with the International Plumbing Code. 1101.7 Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked. 1105.1 Roof Drains shall be installed in accordance with the manufacture's instructions. The inside opening for the roof drain shall be obstructed by the roofing membrane. 1105.2 The connection between roofs and roof drains which pass through the roof and into the interior of the building shall be made water tight by the use of approved flashing material. 1108.1 Secondary (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason. 1108.2 Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel. 1108.3 Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 based on the rainfall rate for which the primary system is sized in Tables 1106.2, 1106.3 and 1106.6. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.
27	TEMPERED WATER HAVING A TEMPERATURE RANGE BETWEEN 85°F (29°C) AND 110°F (43°C) SHALL BE DELIVERED TO HAND-WASHING SINKS. HOT WATER SHALL BE SUPPLIED FOR UTILITY SINKS AND MOP SINKS FOR BUILDING MAINTENANCE PURPOSES. INITIAL <u> </u>

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

PERMIT CONDITIONS

#	CONDITION DESCRIPTION
28	The deferred submittal items shall not be installed until their design and submittal documents have been approved by the building official. The deferred items must be submitted directly to the Building Permits and Inspections Department within 5 working days from the building permit issue date. - Engineered wall bracing plan.
Planning Permit Conditions	
29	Landscaping square footage required 2,160 sq. ft. based on 180'X120' of commercial use for PFCS a. Trees required: _11_ -2 1/2" caliper or _6_ -4" caliper or _3_ -6" caliper or _22_ -palm trees. The number of palm trees shall not exceed 80% of the total number trees required. b. Minimum 10 ft wide landscaped strip is required inside the property line along _____ c. For lots with less than 200' in depth, a 5 ft. landscape strip with 3 ft. hedge is required inside the property line along State Highway 107. d. 50% of landscaping must be visible in front areas. e. Each parking space must be within 50 ft of a landscaped area with trees. f. Water system required for all landscaped areas. g. All landscape materials shall be properly installed and maintained to ensure continuous healthy growth & development and kept free from refuse and debris. h. The owner shall be responsible for the irrigation of all landscape areas and plant materials, utilizing an automatic, underground irrigation system.
30	Xeriscape areas shall provide a minimum of 50 percent of the landscaped areas with ground cover or grasses. Xeriscape areas not covered by grasses or ground cover shall be mulched. **Should Xeriscape be proposed, a landscape plan showing the xeriscape areas shall be provided to the Planning Department for review and approval, prior to installation of such materials.
31	Right-of-Way, excluding sidewalk and driveway areas must be landscaped; however, it will not be credited toward the required landscaping. The number of palm trees shall not exceed 80% of the total number trees required. Palm trees shall have a minimum of six (6) feet of clear trunk. Caliper is the average diameter of the tree measured 12 in. from ground level. Single trunk, hard wood shade trees shall be a minimum of ten ft. in height from ground level to top of crown. No multi-trunk trees will be credited towards the landscape requirement. **If you have not already discussed the cost of the landscaping with the owner, or have not provided for it in your contract, please clarify the matter as soon as possible since a final occupancy shall not be issued until the landscaping is completed and other permit requirements have been fulfilled. **If you have any questions concerning landscaping requirements, please contact the Planning Department at (956)681-1250.
32	Parking spaces required 4 for the PFCS a. Accessible parking spaces required _1_, of which _1_ should be van accessible with an 8 ft. aisle.

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

PERMIT CONDITIONS

#	CONDITION DESCRIPTION
33	_4_ ft. sidewalk required along *MAINTAIN EXISTING*
34	R.O.W. permit required from Engineering Dept. (paving, curb cut & sidewalk)
35	Separate sign permit required for each sign.
36	_6_ ft. buffer required from adjacent/between residential zones/uses. Where a landscape buffer is proposed, it shall be in combination with a chain link fence and installed in such a manner that the adjacent property is visually screened and shall be a minimum of six (6) feet in height, continuous and uninterrupted, and 100 percent opaque. A masonry screen eight (8) feet in height shall be required where a commercial, industrial or multifamily use has a side or rear property line in common with a single family residential use or zone. Where such use has 200 ft. or less in common with any residential use or zone, the buffer shall be eight (8) feet in height but may be cedar planks with masonry columns at every ten feet.
37	_6_ ft. buffer required around dumpster area. (if visible from the street) A buffer with a minimum of six (6) feet in height shall be provided to screen refuse areas (including refuse dumpsters, compactors, and contained compactors), outdoor storage areas and loading docks when visible from public streets.
38	Paving of alley required.
39	Conditional Use Permit required and approved on June 17, 2014 by the Planning and Zoning Commission for one year only.
40	Subdivision required if any other building or structure is proposed on the property.
41	Based on the sq. ft. for portable food concession stand, 4 parking spaces are required and will be provided on site. If use of building changes or any exterior additions are added, additional requirements will be required. Subdivision Ordinances may be needed if any other building or structure is proposed.

City of McAllen

P.O. BOX 220 - McALLEN, TEXAS 78505-0220

PERMIT CONDITIONS

#	CONDITION DESCRIPTION
Fire Inspection Permit Conditions	
42	1. MUST MEET ALL 2012 INTERNATIONAL FIRE CODES REQUIREMENTS. 2. FIRE PROTECTION PLANS - FIRE PROTECTION PLANS SHALL BE SUBMITTED TO THE MCALLEN FIRE DEPARTMENT FIRE PREVENTION DIVISION FOR REVIEW AND APPROVAL PRIOR TO SYSTEM INSTALLATION OR MODIFICATIONS. (2012 INTERNATIONAL FIRE CODE CHAPTER 9 SEC. 901.2.) 3. FIRE SPRINKLER PROTECTION PLAN - FIRE SPRINKLER PROTECTION PLANS (IF A NEW SYSTEM IS TO BE INSTALLED AND THE SYSTEM REQUIRES MORE THAN ONE RISER OR IS A HIGH HAZARD OCCUPANCY) FIRE SPRINKLER PROTECTION PLANS SHALL HAVE A THIRD PARTY REVIEW BY AN INDEPENDENT CO. (EXAMPLE:ISO, FACTORY MUTUAL) WITH PROVIDED COMMENTS PRIOR TO SUBMITTAL TO THE MCALLEN FIRE DEPARTMENT FIRE PREVENTION DIVISION. 4. FIRE ALARM PROTECTION PLANS - FIRE ALARM PROTECTION PLANS SHALL BE SUBMITTED TO THE MCALLEN FIRE DEPARTMENT FIRE PREVENTION DIVISION FOR REVIEW AND APPROVAL PRIOR TO SYSTEM INSTALLATION OR MODIFICATIONS. (2012 INTERNATIONAL FIRE CODE CHAPTER 9 SEC. 907.1.1) 5. PORTABLE FIRE EXTINGUISHERS - PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED WHERE REQUIRED. (2012 INTERNATIONAL FIRE CODE CHAPTER 9 SEC. 906.1) SIZE AND DISTRIBUTION. (2012 INTERNATIONAL FIRE CODE CHAPTER 9 SEC. 906.3) 6. EXISTING FIRE PROTECTION SYSTEMS - ALL EXISTING FIRE PROTECTION SYSTEMS WHICH INCLUDE BUT ARE NOT LIMITED TO LIGHTED EXIT SIGNS, EMERGENCY LIGHTS, FIRE SPRINKLER SYSTEMS, KITCHEN HOOD EXTINGUISHING SYSTEMS AND FIRE OR SMOKE ALARM SYSTEMS MUST BE OPERATIONAL AND MAINTAINED. 7. THE FIRE DEPARTMENT WILL REQUIRE A 24 HOUR NOTIFICATION FOR INSPECTIONS BEFORE APPROVING ANY TYPE OF OCCUPANCY, REQUEST YOUR INSPECTION AT 956-681-2500. INITIAL <u>JS</u>
Utilities Permit Conditions	
43	Individual water service and water meter required for each unit. Individual sewer service required for each unit with clean-out at right-of-way line. Backflow preventer assembly required where applicable. Any Grease Trap(s) installation must be approved by Pre-Treatment Department prior to final Approval.
44	05.16.14 Required to install a 100 gallon Pretreatment Device/Grease Interceptor in compliance with MPU Pretreatment Device Policy. Additionally, assure all grease bearing/waste streams/process discharges must be routed through grease interceptor, including: three-compartment sinks, pot/pan sinks, soup kettles, hand-washing sinks, dishwashers, mop sinks, bar areas and floor drains. Notable Exceptions: Drains that receive "clear waste" only, such as from ice machines, condensate from coils, may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor. If any questions contact Pretreatment Staff at (956) 681-1760.

NO OCCUPANCY IS ALLOWED UNTIL A FINAL INSPECTION IS MADE AND APPROVED.

By signing and dating this form, I acknowledge that I have carefully read and fully understand the foregoing conditions of this Permit.

- ☐ OWNER
☐ APPLICANT
☐ CONTRACTOR

JOSE L. VARELA
NAME (PRINT)

[Signature]
SIGNATURE

06/24/14
DATE





ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

8.A.
05/06/2025
5/12/2025

1. Agenda Item: Future Agenda Items.

2. Party Making Request: Isaac Tawil

3. Applicant:

4. Nature of Request:

5. Fiscal Impact Summary:

6. Budgeted:

Bid Amount: _____
Under Budget: _____

Budgeted Amount: _____
Over Budget: _____
Amount Remaining: _____

7. Routing:
Jose Trujillo
Perla Lara
Austin Stevenson

Created/Initiated - 5/6/2025
New -

8. Staff Recommendation:

9. Advisory Board:

10. City Attorney: None. -AWS

11. Manager's Recommendation: None- IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

9.A.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Discussion and possible lease, sale or purchase of Real Estate Property, Tract 1. Tex. Gov't. Code §551.072.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request:
Discussion and possible lease, sale or purchase of Real Estate Property, Tract 1. Tex. Gov't. Code §551.072.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount: _____	Budgeted Amount: _____
Under Budget: _____	Over Budget: _____
	Amount Remaining: _____
7. Routing:
Crystal Montano

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None. -AWS
11. Manager's Recommendation: None. IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

9.B.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Consultation with City Attorney regarding legal aspects of infrastructure project. Tex. Gov't. Code §551.071.
2. Party Making Request:
3. Applicant:
4. Nature of Request: Consultation with City Attorney regarding legal aspects of infrastructure project. Tex. Gov't. Code §551.071.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
7. Routing:
Crystal Montano

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None. -AWS
11. Manager's Recommendation: Approve. IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

9.C.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Consultation with City Attorney regarding potential litigation. Tex. Gov't. Code §551.071.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Consultation with City Attorney regarding potential litigation. Tex. Gov't. Code §551.071.
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
7. Routing:
Crystal Montano

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None. -AWS
11. Manager's Recommendation: Approve. IJT



ITEM SUMMARY

BOARD: City Commission

AGENDA ITEM

9.D.

DATE SUBMITTED

MEETING DATE

5/12/2025

1. Agenda Item: Consideration of Economic Development matters. Tex. Gov't. Code §551.087.
2. Party Making Request: Austin Stevenson
3. Applicant:
4. Nature of Request: Consideration of Economic Development matters. Tex. Gov't. Code §551.087
5. Fiscal Impact Summary:
6. Budgeted:

Bid Amount:		Budgeted Amount:	
Under Budget:		Over Budget:	
		Amount Remaining:	
7. Routing:
Crystal Montano

Created -
8. Staff Recommendation:
9. Advisory Board:
10. City Attorney: None. -AWS
11. Manager's Recommendation: Approve. IJT