

**NOTICE OF MEETING TO BE HELD BY THE ANZALDUAS INTERNATIONAL BRIDGE
BOARD OF TRUSTEES**

DATE: Monday, January 12, 2026
TIME: 12:00 P.M.
PLACE: Council Chambers – McAllen City Hall, Third Floor

“At any time during the course of this meeting, the Bridge Board may retire to Executive Session under Texas Government Code 551.07(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Bridge Board 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 Bridge Board 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.”

SUBJECT MATTERS:

1. Approval of minutes for the Regular Meeting held on November 10, 2025.
2. Anzalduas Intl. Bridge Southbound Empty Traffic Report – December 2025.
3. Anzalduas Southbound Traffic Count by Category – December 2025.
4. Anzalduas International Bridge Financial Statement for period ending October 31, 2025.
5. Consideration and Approval of Contract Amendment No. 4 for Construction Phase Services: Anzalduas International NB/SB full Commercial Project.
6. Consideration and Approval for Change Order No. 9 & Final for the Anzalduas Bridge Infrastructure Improvements Project.
7. Award of Contract – Master Service Agreement for Various Improvements at the Anzalduas Port of Entry.
8. Chairman’s, City Manager’s, Superintendent of Bridges’, Customs and Border Protection Report.
9. Engineering Report.

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Meeting and Agenda for the Anzalduas International Bridge Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice of meeting and agenda for the Anzalduas International Bridge Board of Trustees on the 6th day of January, 2026 on the bulletin board in the Municipal Building, a place readily accessible to the general public at all times for at least three business days before the scheduled date of the meeting, in accordance with Chapter 551 of the Texas Government Code.



Hilda Cavazos, Assistant Director of Bridge Administration

If accommodations for a disability are required, notify the City Manager's Office at 681-1001 prior to the meeting.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 1
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. Agenda Item: Approval of minutes for Regular Meeting held on November 10, 2025.

2. Party Making Request: Juan Olaguibel, ACM/Superintendent of Bridges

3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No ___

4. Policy Implication: _____

5. Budgeted: ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes ___ No ___
b) _____			Yes ___ No ___
c) _____			Yes ___ No ___

8. Staff's Recommendation: Approve

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation:  Approved ___ Disapproved ___ None

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

The Anzalduas International Toll Bridge Board of Trustees met in joint session on November 10, 2025, in the Council Chambers – McAllen City Hall, Third Floor with the following present:

ANZALDUAS BRIDGE BOARD:

Javier Villalobos	Mayor of McAllen-Chairman
Jim Darling	Bridge Board Member
Veronica Whitacre	Bridge Board Member
Yvette Cabrera	Mayor of Granjeno non-voting member

ABSENT:

Sergio Coronado	Mayor of Hidalgo
Norie Gonzalez Garza	Mayor of Mayor-Vice Chair

ALSO PRESENT:

Juan Olaguibel	ACM/Superintendent of Bridges, McAllen
JP Terrazas	Co-Interim City Manager, Mission
Andy Garcia	Co-Interim City Manager, Mission
Julian Gonzalez	City Manager, Hidalgo
Hilda Cavazos	Asst. Director of Bridge Administration, McAllen
Ana Gamez	Admin Assistant, McAllen
Damaris Sandoval	Admin Clerk, McAllen
Austin Stevenson	City Attorney, McAllen
Michelle Rivera	Deputy City Manager, McAllen
Elvira Alonzo	Assistant City Manager, McAllen
Sonia Resendez	Finance Director, McAllen
Angie Rodriguez	Budget Director, McAllen
Eduardo Mendoza	Engineering Director, McAllen
Mario Cruz	Engineering Deputy Director, McAllen
Cesar Rodriguez	Director of Strategy Mgmt, McAllen
Irma Chapa	Director, Office of Communications, McAllen
Jim Bob Sides	Video Production Specialist, McAllen
Teclo Garcia	CEO, Mission EDC
Steve Taylor	The Rio Grande Guardian Newspaper
Adrian Alfaro	The Rio Grande Guardian Newspaper

THE MEETING WAS CALLED TO ORDER AT 12:01 P.M. by Mayor Javier Villalobos

1. Approval of Minutes for the Regular Meeting held on August 25, 2025.

A motion was made by Board Member Veronica Whitacre, seconded by Board Member Jim Darling, and carried unanimously to approve the minutes for the regular meeting held August 25, 2025, as presented.

2. Anzalduas Intl. Bridge Southbound Empty Traffic Report – October 2025.

ACM/Superintendent of Bridges, Juan Olaguibel reported the Anzalduas Southbound Empty Traffic Report for the month of October 2025.

3. Anzalduas Southbound Traffic Count by Category – October 2025.

ACM/Superintendent of Bridges, Juan Olaguibel reported the Anzalduas Intl. Bridge Southbound Traffic Count by category for the month of October 2025.

4. Anzalduas International Bridge Financial Statement for period ending September 30, 2025.

A motion was made by Board Member Jim Darling, seconded by Board Member Veronica Whitacre and carried unanimously to accept the financial statements for period ending September 30, 2025, as presented.

5. Consider and Approve Special and Startup Fund, Board Advance A and B Update as of dates indicated.

A motion was made by Bridge Board Member Veronica Whitacre, seconded by Board Member Jim Darling and carried unanimously to approve Special and Startup Fund, Board Advance A and B Update as of dates indicated as presented by Sonia Resendez, Finance Director, McAllen.

6. Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection.

No Reports.

7. Engineering Report.

Eduardo Mendoza, Director of Engineering, McAllen reported that calibration of equipment for the Full Cargo Project is being done, will get with ACM/Superintendent of Bridges Juan Olaguibel when equipment is ready.

Executive Session:

At 12:10pm the Anzalduas Bridge Board meeting went into recess to convene the McAllen-Hidalgo Bridge Board meeting.

At 12:15pm both the McAllen-Hidalgo Bridge and the Anzalduas Bridge Boards went into Executive Session. Meetings reconvened at 12:28, no action was taken.

ADJOURNMENT

There being no other business to come before the Board, Mayor Javier Villalobos adjourned the meeting at 12:28 pm.

Mayor Javier Villalobos, Chairman

ATTEST:

Juan Olaguibel, ACM/Superintendent of Bridges

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 2
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Anzalduas International Bridge Southbound Empty Traffic Report – December 2025.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

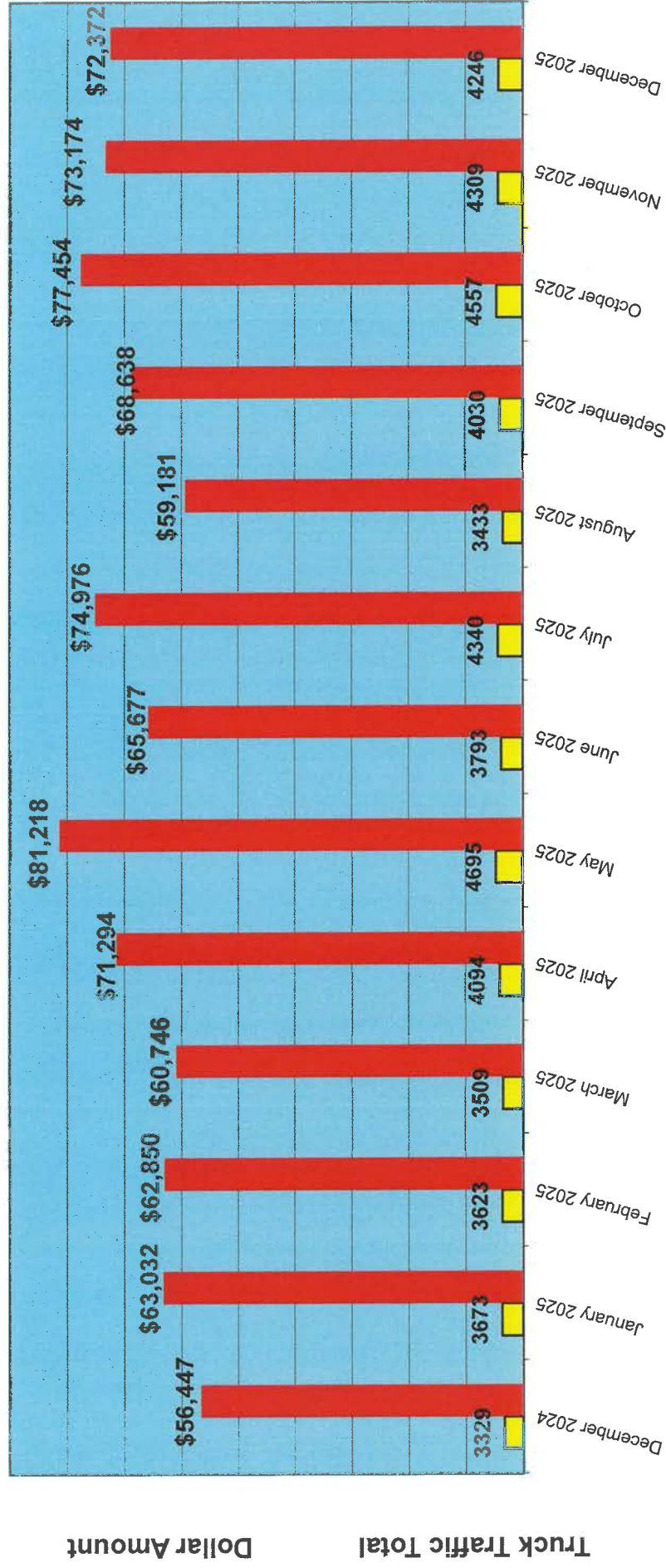
8. **Staff's Recommendation:** Report Only

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: *JB* Approved Disapproved None

Anzalduas Commercial Traffic



Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 3
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. Agenda Item: Anzalduas Southbound Traffic Count by Category – December 2025.

2. Party Making Request: Juan Olaguibel, ACM/Superintendent of Bridges

3. Nature of Request: (Brief Overview) Attachments: X Yes ___ No ___

4. Policy Implication: _____

5. Budgeted: ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>	
a) _____			Yes ___	No ___
b) _____			Yes ___	No ___
c) _____			Yes ___	No ___

8. Staff's Recommendation: Report Only

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation:  Approved ___ Disapproved ___ None

Hidalgo-Pharr-Anzalduas-Donna

DECEMBER 2025 Southbound Traffic (cars only)

DECEMBER 2025	Day	Hidalgo DECEMBER 2025	Hidalgo % of Traffic	Pharr DECEMBER 2025	Pharr % of Traffic	Anzalduas DECEMBER 2025	Anzalduas % of Traffic	Donna DECEMBER 2025	Donna % of Traffic	4 Bridges combined Traffic 2023	Hidalgo DECEMBER 2024	Hidalgo 2023-2022 variance	Pharr DECEMBER 2024	Pharr 2023-2022 variance	Anzalduas DECEMBER 2024	Anzalduas 2023-2022 variance	Donna DECEMBER 2024	Donna 2023-2022 variance
	1 Monday	7340	51%	1509	11%	3740	26%	1685	12%	14274	7075	265	1316	193	4667	(927)	1805	(120)
	2 Tuesday	7899	51%	1702	11%	3882	25%	1895	12%	15378	8088	(189)	1761	(59)	4162	(280)	2023	(128)
	3 Wednesday	8225	51%	1833	11%	4189	26%	2018	12%	16265	8001	224	1987	(154)	4350	(161)	2058	(40)
	4 Thursday	7987	51%	1775	11%	3971	25%	2000	13%	15733	8367	(380)	2082	(307)	4659	(688)	2099	(99)
	5 Friday	8634	48%	2027	11%	4813	27%	2532	14%	18006	8163	471	2021	6	4540	273	2163	369
	6 Saturday	8823	50%	2036	12%	4442	25%	2356	13%	17657	8569	254	2316	(280)	4970	(528)	2684	(308)
	7 Sunday	8174	49%	1853	11%	4770	29%	1773	11%	16570	8839	(665)	1965	(112)	4970	(200)	2486	(713)
	8 Monday	7501	50%	1636	11%	3963	27%	1803	12%	14903	8128	(627)	1520	116	5327	(1364)	1977	(174)
	9 Tuesday	8222	52%	1734	11%	3903	25%	2017	13%	15876	8134	88	1790	(56)	4478	(575)	2098	(81)
	10 Wednesday	8579	51%	1903	11%	4122	25%	2186	13%	16790	8788	(209)	1993	(90)	4668	(546)	2194	(8)
	11 Thursday	8386	51%	1641	10%	4323	26%	2205	13%	16555	8726	(340)	1999	(358)	4786	(463)	2277	(72)
	12 Friday	8750	56%	1994	13%	4766	31%	2785	18%	15510	8663	87	2041	(47)	4882	(116)	2236	549
	13 Saturday	9168	56%	2117	13%	5012	31%	2455	15%	16297	8282	886	2355	(238)	5231	(219)	2648	(193)
	14 Sunday	8268	45%	2279	13%	5506	30%	2163	12%	18216	7749	519	2838	(559)	6153	(647)	2658	(485)
	15 Monday	8108	51%	1614	10%	4415	28%	1884	12%	16021	7780	328	2546	(932)	7001	(2586)	2429	(545)
	16 Tuesday	8329	51%	1846	11%	4027	25%	2019	12%	16221	7827	502	2174	(328)	5206	(1179)	2209	(190)
	17 Wednesday	9074	53%	1367	8%	4485	26%	2271	13%	17197	8794	280	2109	(742)	4772	(287)	2270	1
	18 Thursday	8876	50%	2047	11%	4813	27%	2159	12%	17895	9286	(410)	2127	(80)	5112	(299)	2348	(189)
	19 Friday	9520	46%	2487	12%	5712	28%	2972	14%	20691	9250	270	2248	239	5334	378	2310	662
	20 Saturday	9663	46%	2822	13%	5672	27%	2958	14%	21115	10539	(876)	2743	79	6595	(923)	3032	(74)
	21 Sunday	8590	47%	2124	12%	5299	29%	2147	12%	18160	10478	(1888)	2670	(546)	6820	(1521)	3659	(1512)
	22 Monday	9077	49%	1894	10%	5268	28%	2289	12%	18528	9562	(485)	1878	16	5749	(481)	2441	(152)
	23 Tuesday	9141	46%	2405	12%	5651	28%	2724	14%	19921	9897	(756)	2118	287	5544	107	2844	(120)
	24 Wednesday	8185	45%	2284	13%	4993	27%	2808	15%	18270	9120	(935)	1734	550	4375	618	2751	57
	25 Thursday	5185	49%	1033	10%	2800	27%	1499	14%	10517	5334	(149)	860	173	2915	(115)	1638	(139)
	26 Friday	7705	48%	1722	11%	4250	27%	2351	15%	16028	7960	(255)	1641	81	4271	(21)	2086	265
	27 Saturday	7598	48%	1566	10%	4529	28%	2217	14%	15910	8547	(949)	1768	(202)	5049	(520)	2409	(192)
	28 Sunday	6660	48%	1343	10%	4088	30%	1754	13%	13845	8433	(1773)	1620	(277)	5114	(1026)	2490	(736)
	29 Monday	7302	50%	1467	10%	4088	28%	1683	12%	14540	7135	167	1209	258	4533	(445)	1930	(247)
	30 Tuesday	7516	49%	1619	11%	4358	28%	1899	12%	15392	8218	(702)	1528	1528	4552	(194)	2256	(357)
	31 Wednesday	7061	48%	1635	11%	3669	25%	2318	16%	14683	7561	(500)	1520	115	3791	(122)	2359	(41)
		253,546	49%	57,314	11%	139,519	27%	67,825	13%	512,964	261,293	(7,747)	60,477	(3,254)	154,576	(15,057)	72,847	(5,022)

McAllen International Toll Bridge

Month	PEDESTRIANS		% VAR	CARS		% VAR	BUSES & OTHERS		% VAR	Maquila Employee		% VAR
	FY 2025	FY 2026		FY 2025	FY 2026		FY 2025	FY 2026		FY 2025	FY 2026	
OCTOBER 2025	120,834	132,538	10%	265,014	230,113	-13%	1,198	932	-22%	210	211	0%
NOVEMBER	121,735	132,346	9%	251,002	228,490	-9%	1,197	921	-23%	207	196	-5%
DECEMBER	117,389	130,446	11%	261,293	253,546	-3%	1,279	981	-23%	191	273	43%
JANUARY 2026			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
FEBRUARY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
MARCH			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
APRIL			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
MAY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
JUNE			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
JULY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
AUGUST			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
SEPTEMBER			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
TOTALS	359,958	395,330	10%	777,309	712,149	-8%	3,674	2,834	-23%	608	680	12%

Anzalduas Bridge Crossing

Month	COMMERCIAL EMPTIES		% VAR	CARS		% VAR	BUSES & OTHERS		% VAR	Maquila Employees		% VAR
	FY 2025	FY 2026		FY 2025	FY 2026		FY 2025	FY 2026		FY 2025	FY 2026	
OCTOBER 2025	4,650	4,557	-2%	135,557	117,378	-13%	137	50	-64%	1,342	1,109	-17%
NOVEMBER	3,873	4,309	11%	139,933	123,989	-11%	158	54	-66%	1,025	819	-20%
DECEMBER	3,329	4,246	28%	154,576	139,519	-10%	74	51	-31%	933	812	-13%
JANUARY 2026			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
FEBRUARY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
MARCH			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
APRIL			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
MAY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
JUNE			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
JULY			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
AUGUST			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
SEPTEMBER			#DIV/0!			#DIV/0!			#DIV/0!			#DIV/0!
TOTALS	11,852	13,112	11%	430,066	380,886	-11%	369	155	-58%	3,300	2,740	-17%

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 4
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Anzalduas International Bridge Financial Statement for the period ending October 31, 2025.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** X Yes ___ No

4. **Policy Implication:** _____

5. **Budgeted:** ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes ___ No
b) _____			Yes ___ No
c) _____			Yes ___ No

8. **Staff's Recommendation:** Accept

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation: SB Approved ___ Disapproved ___ None



ANZALDUAS INTERNATIONAL TOLL BRIDGE

Financial Statements
For the Period Ending October 31, 2025
Prepared By
Juan Olaguibel, Superintendent of Bridges

Executive Summary
Anzalduas International Crossing
OPERATING RESULTS
For the Month Ending October 31, 2025

Comparison with Prior Year

Net income, as reflected on page 3, for the month of October is \$393,528 or a (6.06%) decrease compared to last year. Toll Revenues for the month were \$552,670 or a (1%) decrease compared to last year. Expenses were \$201,207 or a 5% increase compared to last year.

Comparison with Budget

Revenues over expenses, as reflected on page 4, for the month of October are \$508,241. Revenues over expenses were \$14,898 less than budget for the month. Total operating revenues were \$573,207 for the month. These total operating revenues were \$90,561 less than budget for the month. October's expenses were \$86,494 or \$60,278 less than budget for the month.

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
STATEMENT OF NET ASSETS
For the Period Ending October 31, 2025

	Anzalduas Int'l Toll Bridge Fund	Series A Debt Service Fund	Series B Debt Service Fund	Anzalduas Cap Imprv Fund	NADBANK Debt Service Fund	Anzalduas Commercial Project Fund	Total
ASSETS							
<u>Current:</u>							
Cash on hand.....	\$ 13,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,632
Cash in bank.....	283,888	-	-	-	-	-	283,888
Investments.....	5,301,853	-	-	-	-	-	5,301,853
Interest receivable.....	-	-	-	-	-	-	-
Total Current Assets	5,599,373	-	-	-	-	-	5,599,373
<u>Restricted Assets:</u>							
Contingency Fund..... X	596,930	-	-	-	-	-	596,930
Debt Service Fund.....	-	-	-	-	-	-	-
Capital Improvement Fund.....	-	-	-	-	-	-	-
Investments/TexPool.....	-	930,137	558,273	3,722,660	1,455,643	94,186,112	100,852,826
Cash.....	-	-	-	-	-	-	-
Certificates of Deposits - McAllen.....	-	-	-	-	-	-	-
Total Restricted Assets	596,930	930,137	558,273	3,722,660	1,455,643	94,186,112	101,449,756
<u>Fixed Assets:</u>							
Land.....	2,922,773	-	-	-	-	-	2,922,773
Buildings.....	3,037,295	-	-	-	-	-	3,037,295
Infrastructure.....	40,475,827	-	-	-	-	-	40,475,827
Development Costs.....	7,417,617	-	-	-	-	-	7,417,617
Construction in Progress.....	224,172	-	-	-	-	-	224,172
Imprv - other than bldg, Machinery & Equipment.....	2,026,665	-	-	-	-	-	2,026,665
	56,104,347	-	-	-	-	-	56,104,347
Less accumulated depreciation.....	23,828,419	-	-	-	-	-	23,828,419
Total Fixed Assets	32,275,928	-	-	-	-	-	32,275,928
<u>Other Assets, Net:</u>							
Bond Issue Cost / Series 2007 A.....	-	-	-	-	-	-	-
Bond Issue Cost / Series 2007 B.....	-	-	-	-	-	-	-
Deferred Outflows.....	23,398	-	-	-	-	-	23,398
Total Other Assets, net	23,398	-	-	-	-	-	23,398
TOTAL ASSETS	\$ 38,495,629	\$ 930,137	\$ 558,273	\$ 3,722,660	\$ 1,455,643	\$ 94,186,112	\$ 139,348,455
LIABILITIES AND FUND EQUITY							
<u>Current Liabilities:</u>							
Vouchers Payable.....	\$ 10,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,475
Accrued Expenses.....	748,419	-	-	-	-	-	748,419
Retainage Payable.....	-	-	-	-	-	-	-
Interest Payable.....	-	-	-	-	-	-	-
Noncurrent Liabilities.....	44,759	-	-	-	-	-	44,759
Total Current Liabilities	803,654	-	-	-	-	-	803,654
<u>Payable from Restricted Assets:</u>							
Current installments of revenue bonds.....	3,479,513	-	-	-	-	-	3,479,513
Due to McAllen International toll bridge.....	-	-	-	-	-	-	-
Interest Payable.....	-	-	-	-	-	-	-
Liabilities Payable from Restricted Assets	3,479,513	-	-	-	-	-	3,479,513
<u>Long-term Liabilities:</u>							
Revenue Bonds, excluding current installments.....	13,565,000	-	-	-	-	-	13,565,000
NADBANK Bonds, excluding current installments.....	60,325,000	-	-	-	-	-	60,325,000
Bond Premiums.....	573,286	-	-	-	-	-	573,286
Deferred revenues / Other.....	159,708	-	-	-	-	-	159,708
Board Advance from / Hid/ McAll Bridge series "A".....	4,631,010	-	-	-	-	-	4,631,010
Board Advance from / Start-up fund - original cost.....	7,220,129	-	-	-	-	-	7,220,129
Board Advance from / Start-up fund - after original cost.....	12,114,903	-	-	-	-	-	12,114,903
Total long-term liabilities	98,589,036	-	-	-	-	-	98,589,036
<u>Net Assets:</u>							
Net Investment in Capital Assets.....	14,658,129	-	-	-	-	-	14,658,129
Restricted:							
Contingency Fund.....	596,930	-	-	-	-	-	596,930
Bond Reserve Fund..... X	-	-	-	-	-	-	-
Capital Improvement.....	-	-	-	3,722,660	-	-	3,722,660
Anzaldua Commercial Project.....	-	-	-	-	-	94,186,112	94,186,112
Debt Service Fund.....	-	930,137	558,273	-	1,455,643	-	2,944,053
City of McAllen..... X	-	-	-	-	-	-	-
Total restricted.....	596,930	930,137	558,273	3,722,660	1,455,643	94,186,112	101,449,756
Unrestricted.....	(79,631,632)	-	-	-	-	-	(79,631,632)
Total Net Assets	(64,376,573)	930,137	558,273	3,722,660	1,455,643	94,186,112	36,476,252
TOTAL LIABILITIES AND NET ASSETS	\$ 38,495,629	\$ 930,137	\$ 558,273	\$ 3,722,660	\$ 1,455,643	\$ 94,186,112	\$ 139,348,455

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
COMPARATIVE STATEMENT OF REVENUES AND EXPENSES
For the Period Ending October 31, 2025

	Current Year	Prior Year	Variance	Inc/(Dec)
REVENUES:	October 2025	October 2024		
Tolls	\$552,670	\$560,867	(\$8,197)	-1%
Rentals	1,017	1,546	(529)	-34%
Miscellaneous	19,520	15,638	3,881.70	25%
Interest	21,528	32,297	(10,769.14)	-33%
Total Revenues	\$ 594,735	\$610,348	\$ (15,613)	-2.56%
EXPENSES:				
Administration	\$50,282	\$37,612	12,670	34%
Bridge Operations	31,357	25,357	6,000	24%
Insurance	4,855	4,855	-	0%
Depreciation	114,713	123,611	(8,898)	-7%
Total Expenses	\$201,207	\$191,435	\$9,772	5%
NET INCOME/(LOSS)	\$ 393,528	\$418,913	\$ (25,385)	-6.06%

7/31/21

Transfer In:	October 2025	October 2024	October 2025	October 2024
Anzald Ddt SVC Series B	0	0	0	0
	\$	\$	\$	\$

ANZALDUAS INTERNATIONAL TOLL BRIDGE FUND
STATEMENT OF OPERATING REVENUES AND OPERATING EXPENSES - BUDGET BASIS
For the Period Ending October 31, 2025

Operating Accounts	Budget	Budget-by-Mth	Actual-by-Mth	Actual Variance with Budget Positive (Negative)	% Actual to Budget-by-Mth Positive (Negative)	Budget-to-Date	Actual-to-Date	Actual Variance with Budget Positive (Negative)	% Actual to Budget-to-Date Positive (Negative)
Tolls	\$ 7,832,016	\$ 652,668	\$ 552,670	\$ (99,998)	-15.32%	\$ 652,668	\$ 552,670	\$ (99,998)	-15.32%
Rentals	12,204	1,017	1,017	0	0.00%	1,017	1,017	0	0.00%
Miscellaneous	121,000	10,083	19,520	9,437	93.59%	10,083	19,520	9,437	93.59%
Total Operating Revenues	7,965,220	663,768	573,207	(90,561)	-13.64%	663,768	573,207	(90,561)	-13.64%
Non-Operating Accounts:									
Interest	73,720	\$ 6,143	21,528	15,385	100.00%	6,143	21,528	15,385	100.00%
Board Advance Interest	N/A	N/A	-	N/A	N/A	N/A	-	N/A	N/A
Total Non-Operating Revenues	73,720	6,143	21,528	15,385	100.00%	6,143	21,528	15,385	100.00%
Operating Revenues	8,038,940	669,911	594,735	(75,176)	-11.22%	669,911	594,735	(75,176)	-11.22%
Expenses:									
Administration									
Salaries	229,814	19,146	9,227	9,919	51.81%	19,146	9,227	9,919	51.81%
Supplies	12,200	1,016	1,083	(67)	-6.55%	1,016	1,083	(67)	-6.55%
Other Services	608,000	50,662	39,813	10,849	21.41%	50,662	39,813	10,849	21.41%
Maintenance/Capital Outlay	7,000	582	160	422	72.55%	582	160	422	0.00%
Total Administration	857,014	71,406	50,282	21,124	29.58%	71,406	50,282	21,124	29.58%
Operations:									
Salaries	749,112	62,422	29,175	33,247	53.26%	62,422	29,175	33,247	53.26%
Supplies	15,000	1,249	982	267	21.41%	1,249	982	267	21.41%
Other Services	41,010	3,416	416	3,000	87.83%	3,416	416	3,000	87.83%
Maintenance/Capital Outlay	41,094	3,424	785	2,639	77.08%	3,424	785	2,639	77.08%
Total Operations	846,216	70,511	31,357	39,154	55.53%	70,511	31,357	39,155	55.53%
Non-department									
Liability Insurance	250,261	4,855	4,855	-	0.00%	4,855	4,855	-	0.00%
Total Non-department	250,261	4,855	4,855	-	0.00%	4,855	4,855	-	0.00%
Expenses	1,953,491	146,772	86,494	60,278	41.07%	146,772	86,494	60,278	41.07%
Revenues Over(Under) Expenses* \$	6,085,449	\$ 523,139	\$ 508,241	\$ (14,898)	-2.85%	\$ 523,139	\$ 508,241	\$ (14,898)	-2.85%

*Depreciation expenses is not included in the statement

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 5
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Consideration and Approval of Contract Amendment No. 4 for Construction Phase Services: Anzalduas International NB/SB Full Commercial Project.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>	
a) _____			Yes <u> </u>	No <u> </u>
b) _____			Yes <u> </u>	No <u> </u>
c) _____			Yes <u> </u>	No <u> </u>

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation: DA Approved Disapproved None



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: January 12, 2026

Subject: Consideration and Approval of Contract Amendment No. 4 for Construction Phase Services: Anzalduas International NB/SB Full Commercial Project (Project No. 10-19-S03-648)

Goal:

Consideration and approval of Contract Amendment No. 4 with RRP Consulting Engineers, LLC., to extend the period of construction phase services concurrent with project timeline.

Explanation:

RRP Consulting Engineers, LLC., continue to provide construction phase services for the project. The proposed contract amendment extends those services concurrent with construction contract timeline required to accommodate the General Services Administration (GSA) contractors responsible for the installation, calibration, and testing of the non-intrusive inspection (NII) infrastructure.

The scope of services and detailed fee summary is included for your review.

Options:

1. Approve the proposed contract amendment.
2. Disapprove the proposed contract amendment and renegotiate scope and fees.

Recommendation:

Staff recommends approval of Contract Amendment No. 4 for **\$294,451.08** for a revised contract amount of **\$5,057,432.06**, subject to a budget amendment.

.

EXHIBIT "D"

(From ENGINEER / ARCHITECT to Owner)

ADDITIONAL SERVICES AUTHORIZATION FORM

TO: City of McAllen

ATTN: Isaac J. Tawil

DATE: November 18, 2025

FROM: R.R.P. Consulting Engineers, L.L.C.

RE: Time Extension for Construction Phase Services / Anzalduas Highway

Additional Service Authorization No. 4

In accordance with the ENGINEER / ARCHITECT / Consultant Agreement executed on January 16, 2020, between City of McAllen (Owner) and another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C. (Engineer), written authorization by the Owner is hereby requested for performance of the below listed Additional Service.

Additional Services Title: Time Extension for Construction Phase Services / Anzalduas Highway

Services To Be Performed By: R.R.P. Consulting Engineers, L.L.C.

Description of Services: Engineer shall continue construction engineering services along with providing a commissioning agent for the Anzalduas Full Commercialization project.

Fee:	<u>Lump Sum</u>	<u>Guaranteed Maximum</u>	<u>Estimated</u>	<u>Invoiced Amount</u>
	\$ 294,451.08	\$	\$	\$

Estimated Percent Complete On Service: 0%

Additional Services To Be Billed To: _____
(Sub-Project Number)

Submitted by:
R.R.P. Consulting Engineers, L.L.C.

Authorized by:
City of McAllen

Ahmed Abd-EL-Meguid, PhD, PE
PE

Digitally signed by Ahmed Abd-EL-Meguid,
PhD, PE
DN: cn=Ahmed Abd-EL-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ahmeguid@rrp-eng.com
Date: 2025.11.25 11:55:52 -06'00'

Ahmed Abd-EL-Meguid, PhD, PE
Vice President

Date: 11/25/2025

Owner

Date: _____

Attachments:

Exhibit A-4 – Scope of Work
Exhibit C-4 – Schedule
Exhibit E-4 – Cost Proposal



EXHIBIT A-4

Scope of Work

For this work authorization, the Engineer shall perform activities for the development of the Construction Phase services and Construction Management services for the construction for the **Anzalduas International Bridge Port of Entry – Northbound Commercial Inspection Project**.

The following additional tasks have been identified:

CONSTRUCTION ADMINISTRATION/MANAGEMENT

- a. Advise and assist the Owner and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans.
- b. Advise and assist the Owner and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- c. Attend construction meetings and make site visits. Review and respond to RFI's and submittals as required. Design consultant (MEP) attendance at meetings and site visits shall be limited to an as-needed basis. The fee is based on 5 visits from the MEP – Electrical and Mechanical Engineer and 2 visits from the MEP – Fire Protection Engineer.
- d. Coordinate with the Owner and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the Owner the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
- e. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
- f. Review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
- g. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer.
- h. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by the testing engineer, geotechnical engineer, land surveyor, and all other consultants retained by the Owner to assist in designing and constructing the project.



EXHIBIT C-4 Schedule

TASK	DURATION
Construction Phase Additional days	120 Additional days

PROJECT: Anzalduas POE - Time Extension
 CLIENT: City Of McAllen
 CONTRACT: CSI:
 COUNTY: Hidalgo
 BRP JOB NO.: U3004 S44

11/18/25

EXHIBIT E-4 -- FEE SCHEDULE

FUNCTION CODE	DESCRIPTION - from Exhibit A-4	FIRM	SERVICE	MAN-HOURS						ESTIMATED FEE	TOTALS	
				Principal Architect / Engineer	Project Architect / Engineer	Project Manager	Project Designer / Env Specialist	Intern Architect / Eng In Training / Const Inspector	Technician (CADD)			Administrative Assistant
	Construction Phase - Administration of Construction Contract											
A.2	Construction Inspection (Additional time required- Inspector and Record Keeper)	RRP	BASIC					1,920			\$182,400.00	1,920
A.3	Weekly Meetings	RRP	BASIC		48	48					\$12,480.00	96
A.5	Shop Drawing Review & RFI's During Construction	RRP	BASIC		48				40		\$9,960.00	88
	Architecture Services	RRP	BASIC								\$40,000.00	
	Close Out Documents	RRP	BASIC		48			180	180		\$37,560.00	408
B.0	Construction Phase Project Management/Administration											
1	Internal Coordination (Administration and Scheduling)	RRP	BASIC	8	8	8					\$3,480.00	24
2	Progress Meetings (4 Meetings with City)	RRP	BASIC	8		8				5	\$2,595.00	21
	Sub Total			16	152	64	0	2,100	220	5		
		Total Hours		16	152	64	0	2,100	220	5		
		Rates		\$ 175.00	\$ 145.00	\$ 115.00	\$ 105.00	\$ 95.00	\$ 75.00	\$ 55.00		
	CONTRACT RATES: (\$/MAN-HOUR)											
	NON-LABOR											
	Travel to City Office	RRP	BASIC		Mileage per trip =	4		6			\$/mile	\$ 0.67
	Travel - Rental Vehicle	RRP	BASIC					4			Monthly Rental	\$ 1,340.00
	Travel - Rental Vehicle	RRP	BASIC					4			Gas/Month	\$ 150.00
	Sub Total - Non Labor											
	PROJECT TOTAL											
												\$5,976.08
												\$288,475.00
												\$288,475.00

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE X

AGENDA ITEM 6
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Consideration and Approval for Change Order No. 9 & Final for the Anzalduas International Bridge Infrastructure Improvements Project.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** X Yes No

4. **Policy Implication:** _____

5. **Budgeted:** Yes No N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes <u> </u> No <u> </u>
b) _____			Yes <u> </u> No <u> </u>
c) _____			Yes <u> </u> No <u> </u>

8. **Staff's Recommendation:** _____

Advisory Board: Approved Disapproved None

City Attorney: Approved Disapproved None

Manager's Recommendation:  Approved Disapproved None



ENGINEERING DEPARTMENT

MEMORANDUM

To: Isaac J. Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: January 12, 2026

Subject: **Consideration and Approval of Change Order No. 9 & Final for the Anzalduas Bridge Infrastructure Improvements (Project No. 07-22-C29-802)**

Goal:

Consideration and approval of Change Order No. 9 & Final Reconciliation of Contract Quantities.

Explanation:

This item presents a reconciliation of contract overruns and underruns for the close out of the project to house the applicable Federal stakeholders as per the terms of the Donation Acceptance Agreement.

Change Order No.9 reflects a net amount of **\$309,163.67** for the inbound facility and a net amount of **\$99,526.85** for the outbound facility: a total amount of **\$408,690.52**.

An additional 260-working days are requested to accommodate the schedule of the General Services Administration (GSA) contractor responsible for installation, calibration, and testing of the non-intrusive inspection (NII) infrastructure located at the Inbound facility.

Presented below is a brief contract summary.

	Amount	Working Days	% of Original Contract
Original Contract	\$81,861,364.52	320	
Previous Change Orders (1 – 8)	\$ 2,114,368.52	80	2.6
Change Order No. 9 & Final (<i>net</i>)	\$ 408,690.52	260	0.5
Final Contract	\$84,384,423.56	660	3.1

We are including detailed supporting documentation for your review.

Options:

1. Approve the proposed change order.
2. Disapprove the proposed change order.

Recommendation:

The engineer of record, RRP Consulting Engineers, LLC., and staff recommend approval of Change Order No. 9 and Final in the amount of **\$408,690.52** with **260 additional working days** for a final contract amount of **\$84,384,423.56** and final contract time of **660-working days**.

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

1. CONTRACTOR: D. WILSON CONSTRUCTION COMPANY

2. Change Order Work Limits: Sta. _____ to Sta. _____

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

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

Change Order No. 9 - Inbound -Architectural Supplemental Instructions (ASIs) summarizing modifications required in Scope of Work (SOW) in responses to various Requests for Information (RFIs). Refer to Anzalduas - Change Order No. 9 Log listing each respective change order with PCCO#, Description and ASI/RFI numbers to be provided.

CCSJ: 0921-02-379
Project: Anzalduas LPOE
Highway: Anzalduas Int'l Brid
County: Hidalgo
District: Pharr
Contract Number: 07-22-C29-802

5. New or revised plan sheet(s) are attached and numbered: Summary of revised plan sheets to be provided

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

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR _____ Date <u>12/12/25</u> By <u>Josue Reyes</u> Typed/Printed Name <u>Josue Reyes</u> Typed/Printed Title <u>President & CEO</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>2</u> Days added on this C.O.: <u>260</u> Amt. added by this change order: <u>\$309,163.67</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____ Amount participating: _____ Signature _____ Date _____ Name/Title _____</p>

RRP CONSULTING ENGINEERS, LLC

Guillermo Arratia , P.E.
PRINTED NAME AND TITLE

Guillermo Arratia 12/11/2025
SIGNATURE DATE

City of McAllen - Owner

Isaac J. Tawil, City Manager
PRINTED NAME AND TITLE

SIGNATURE DATE

Director of Purchasing & Contracting, City of McAllen

Gerardo Noriega
PRINTED NAME AND TITLE

SIGNATURE DATE

City Engineer - City of McAllen

Eduardo J. Mendoza, PE, PTOE
PRINTED NAME AND TITLE

SIGNATURE DATE

Superintendent of Bridges, City of McAllen

Juan Olaguibel
PRINTED NAME AND TITLE

SIGNATURE DATE

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

Estimated Cost:

CCSI: 0921-02-379

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed Into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
	INBOUND CHANGE ORDER NO 9							
9909-1000	ELECTRICAL PCO#29-ASI 20							
	COMM'L FACILITY LIGHTING PLAN	LS	9,067.00	0.00	0.00	1.00	9,067.00	9,067.00
	SUB-TOTAL PCO#29							
9909-1001	BOTTLE FILLER POWER PCO#38							
	SUB-TOTAL PCO#38	LS	733.00		0.00	1.00	733.00	733.00
9909-1002	HAND DRYER PCO#39	LS	3,871.00		0.00	1.00	3,871.00	3,871.00
	SUB-TOTAL PCO#39							
9909-1003	POWER FUME HOOD-PCO#40	LS	2,723.00		0.00	1.00	2,723.00	2,723.00
	SUB-TOTAL PCO#40							
9909-1004	POWER WATER SOFTNER-PCO#41							
	TRUCKERS WAITING	LS	1,107.00	0.00	0.00	1.00	1,107.00	1,107.00
	SUB-TOTAL PCO#41							
TOTALS					0.00		17,501.00	17,501.00

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

TABLE B: Contract Items (Continued)

CCSJ:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9909	CHANGE ORDER NO 9 - CONTINUE							
1005	FENCE RMV/INSTALL RAIL PCO#53							
5006003	REMOVE 6' FENCE	LF	2.18		0.00	886.00	1,931.48	1,931.48
	INSTALL 8' FENCE	LF	61.17		0.00	826.00	50,526.42	50,526.42
5509902	GATE INSTALL PIPE MANUAL	EA	4,146.13		0.00	1.00	4,146.13	4,146.13
	RUB RAIL-FURNISH	LS	9,507.50		0.00	1.00	9,507.50	9,507.50
	SIDEWORK & GRADING	LS	1,200.00		0.00	1.00	1,200.00	1,200.00
	BOLLARDS, TIE BACK POSTS, DRILL	LS	12,477.00		0.00	1.00	12,477.00	12,477.00
	DWCC OVERHEAD & PROFIT	DOL	23,184.60		0.00	0.05	1,159.23	1,159.23
9909	FRAMING/CEILING/PANELS/LOUVER							
1006	HVAC/ ELECTRICAL PCO#054							
	HVAC	LS	18,695.00		0.00	1.00	18,695.00	18,695.00
	CONTROLS	LS	4,225.00		0.00	1.00	4,225.00	4,225.00
	ELECTRICAL ASI#43	LS	23,921.00		0.00	1.00	23,921.00	23,921.00
	CEILING	LS	500.00		0.00	1.00	500.00	500.00
	FRAMING/METAL PANELS/LOUVERS	LS	8,257.72		0.00	1.00	8,257.72	8,257.72
	OVERHEAD & PROFIT	LS	2,779.94		0.00	1.00	2,779.94	2,779.94
9909	GLOBAL JACE AND PANEL SYSTEM							
1007	PCCO #057							
	JACE SYSTEM & 120V POWER	LS	6,321.22		0.00	1.00	6,321.22	6,321.22
9909	FURN & INSTALL VERT PCCO #058							
1008	ROOFING - INBOUND CANOPIES	LS	16,561.70		0.00	1.00	16,561.70	16,561.70
	HAND DRYER/HVAC	LS	500.00		0.00	1.00	500.00	500.00
	WATER LINE DROP (8")	LS	20,000.00		0.00	1.00	20,000.00	20,000.00
	ELECTRICAL ADDED SHORE POWER	LS	8,887.00		0.00	1.00	8,887.00	8,887.00
	OVERHEAD & PROFIT	LS	2,318.64		0.00	1.00	2,318.64	2,318.64
The "Totals" from Table B of the previous work sheet:					0.00		17,501.00	17,501.00
TOTALS					0.00		211,415.98	211,415.98

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

Estimated Cost:

CCSI: 0921-02-379

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed Into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9909-1009	CONTINUE CHANGE ORDER NO 9							
	CREDIT LIGHT COVE PCO#61 ASI 20							
	INBOUND ROOMS 237 & 240	LS	859.50	1.00	859.50	0.00	0.00	- 859.50
	SUB-TOTAL PCO#061							
9909-1010	CHAIN LINK FENCE O/R PCO#062							
550-6008	CHAIN LINK FENCE INSTALL 8'	LF	61.17	0.00	0.00	3.00	183.51	183.51
550-6009	CHAIN LINK FENCE INSTALL 10'	LF	14.02		0.00	168.00	2,355.36	2,355.36
	SUB-TOTAL PCO#062							
9909-1011	CREDIT FOR LEEDS-PCO#064	LS	25,620.00	1.00	25,620.00		0.00	- 25,620.00
	SUB-TOTAL PCO#064							
9909-1012	TRAFFIC SIGNAL LIGHTS-PCO#066							
	IB-DOCK & PRIMARY CANOPY	LS	52,576.11		0.00	1.00	52,576.11	52,576.11
	IB- EXIT CANOPY	LS	1,855.63		0.00	1.00	1,855.63	1,855.63
	SUB-TOTAL PCO#066							
9909-1013	TXDOT GROUND BOXES-PCO#068	EA	2,002.32		0.00	6.00	12,013.92	12,013.92
	SUB-TOTAL PCO#068							
	The "Totals" from Table B of the previous work sheet:				0.00		211,415.98	211,415.98
	TOTALS				26,479.50		280,400.51	253,921.01

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

TABLE B: Contract Items (Continued)

CCSJ: 0921-02-379

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9909	CHANGE ORDER NO 9 - CONTINUE							
1014	ACCESS CONTROL UPDAT PCO#069							
	FURN & INSTALL 1" PVC CONDUIT	LF	77.36		0.00	269.00	20,811.05	20,811.05
	ACCESS CONT'L ADDED TO GATES	LS	13,742.40		0.00	1.00	13,742.40	13,742.40
	OVERHEAD & PROFIT	\$\$ X 5%	34,553.45		0.00	0.05	1,727.67	1,727.67
	SUB-TOTAL ACC CTRL UD PCO#069							
9909	LOWER AEP LINE PCCO#071	LS	9,178.00		0.00	1.00	9,178.00	9,178.00
1015	OVERHEAD & PROFIT	\$\$ x 5%	9,178.00		0.00	0.05	458.90	458.90
	SUB-TOTAL AEP LINE #071							
9909	CNTRL BOOTH LOUVERS PCO#073							
1016	JB CANOPIES LOUVERS	LS	12,428.00		0.00	1.00	12,428.00	12,428.00
	SUB-TOTAL PCO#073							
9909	ILLUMINATION O/R & U/R PCO#076							
1017	620-6003 #12 BARE CONDUCTOR	LF	1.22	1,233.00	1,504.26	3,707.00	4,522.54	3,018.28
	620-6004 #12 INSULATED CONDUCT	LF	1.28	2,466.00	3,156.48	7,414.00	9,489.92	6,333.44
	620-6005 #10 BARE CONDUCTOR	LF	1.39	14,054.00	19,535.06	5,561.00	7,729.79	- 11,805.27
	620-6006 #10 INSULATED CONDUCT	LF	1.61	28,108.00	45,253.88	11,122.00	17,906.42	- 27,347.46
	620-6007 #8 BARE CONDUCTOR	LF	1.33	15,968.00	21,237.44	20,078.00	26,703.74	5,466.30
	620-6008 #8 INSULATED CONDUCT	LF	1.61	31,936.00	51,416.96	40,156.00	64,651.16	13,234.20
	620-6009 #6 BARE CONDUCTOR	LF	1.67	46,800.00	78,156.00	33,772.00	56,399.24	- 21,756.76
	620-6010 #6 INSULATED CONDUCT	LF	1.95	93,600.00	182,520.00	67,544.00	131,710.80	- 50,809.20
	SUB-TOTAL ILLUM COND U/R#076							
9909	CIVIL SW UPDATE PCO #65	LS	14,788.95		0.00	1.00	14,788.95	14,788.95
	SUB-TOTAL PCO #65				0.00		0.00	0.00
The "Totals" from Table B of the previous work sheet:					26,479.50		280,400.51	253,921.01
TOTALS					429,259.58		672,649.09	243,389.51

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

Estimated Cost:

CCSI: 0921-02-379

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed Into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9909	ILLUM PCHD QTY < REV QTY @ MAT	LS	37,370.28		0.00	1.00	37,370.28	37,370.28
1019	ILLUM O/R LABOR ONLY	LS	23,038.70		0.00	1.00	23,038.70	23,038.70
	ILLUM O/R MATERIAL ONLY	LS	4,481.79		0.00	1.00	4,481.79	4,481.79
	SUB-TOTAL PCO #76A							
9909	BLDRS RSK PLCY & T/EXT PCO#77	LS	32,539.88		0.00	1.00	32,539.88	32,539.88
1020	SUB-TOTAL PCO #77							0.00
9909	IOC CRCP CONC O/R PCO#72	SY	130.00		0.00	1,270.58	165,175.03	165,175.03
1021	SUB-TOTAL PCO#72							0.00
9909	RRP PRKG LOT CHGE & RLTD ITMS							
1022	100-6001 EXCAVATION (RDWY)	CY	4.32	432.00	1,866.24		0.00	- 1,866.24
	132-6006 EMBANKMENT (FNL)(TYC)	CY	9.18	971.00	8,913.78		0.00	- 8,913.78
	247-6225 FLBS(RDWY DEL)(TY E)	CY	37.80	216.00	8,164.80		0.00	- 8,164.80
	260-6011 LIME TRT(EXST MATL)	SY	3.24	1,295.00	4,195.80		0.00	- 4,195.80
	310-6009 PRME COAT (MC-30)	GAL	7.02	333.00	2,337.66		0.00	- 2,337.66
	360-6002 CNC PVMT (CRCP 8")	SY	124.20	1,282.00	159,224.40		0.00	- 159,224.40
	3076-6032 D-GR HMA TY-D SAC-B	TON	137.16	73.00	10,012.68		0.00	- 10,012.68
	260-6043 LIME(HYD,COM/QK)SLRY	TON	237.60	39.00	9,266.40		0.00	- 9,266.40
	SUB-TOTAL							
	The "Totals" from Table B of the previous work sheet				429,259.58		672,649.09	243,389.51
	TOTALS				633,241.34		935,254.77	302,013.43

9

CCSJ: 0921-02-379

TXDOT Form 2146-L TAB (Rev. 10/11) Page 6 of 6

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

1. CONTRACTOR: D. WILSON CONSTRUCTION COMPANY

2. Change Order Work Limits: Sta. _____ to Sta. _____

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

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

Change Order No. 9 -Outbound -Architectural Supplemental Instructions (ASIs) summarizing modifications required in Scope of Work (SOW) in responses to various Requests for Information (RFIs). Refer to Anzalduas - Change Order No. 9 Log listing each respective change order with PCCO#, Description and ASI/RFI numbers attached.

CCSJ: 0921-02-303
Project: Anzalduas LPOE
Highway: Anzalduas Int'l Brid
County: Hidalgo
District: Pharr
Contract Number: 07-22-C29-802

5. New or revised plan sheet(s) are attached and numbered: Summary of revised plan sheets to be provided

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

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR Date <u>11/11/25</u> By <u>Josue Reyes</u> Typed/Printed Name <u>Josue Reyes</u> Typed/Printed Title <u>President & CEO</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: _____ Days added on this C.O.: _____</p> <p>Amt. added by this change order: <u>\$99,526.85</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>

RRP CONSULTING ENGINEERS, LLC

Guillermo Arratia , P.E.
PRINTED NAME AND TITLE

Guillermo Arratia, P.E. 11/11/2025
SIGNATURE DATE

City of McAllen - Owner

Isaac J. Tawil, City Manager
PRINTED NAME AND TITLE

SIGNATURE DATE

Director of Purchasing & Contracting, City of McAllen

Gerardo Noriega
PRINTED NAME AND TITLE

SIGNATURE DATE

City Engineer - City of McAllen

Eduardo J. Mendoza, PE, PTOE
PRINTED NAME AND TITLE

SIGNATURE DATE

Superintendent of Bridges, City of McAllen

Juan Olaguibel
PRINTED NAME AND TITLE

SIGNATURE DATE

CCSJ: 0921-02-303

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed Into Stock

[illegible]

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	OUTBOUND CHANGE ORDER NO 9							
9909-1000	ELECTRICAL PCO#29-ASI 20							
	COMM'L FACILITY LIGHTING PLAN	LS	6,799.00	0.00	0.00	1.00	6,799.00	6,799.00
	SUB-TOTAL PCO#29							
9909-1001	OUTBOUND CHANGE ORDER NO 9							
	CMT O/R LIME U/R BS O/R PCO#31							
104-6021	REMOVING CONC CURB	LF	7.56	0.00	0.00	138.00	1,043.28	1,043.28
247-6225	FL BS RDWY DEL TY E GR4 FINAL PQ	CY	37.80	0.00	0.00	1,126.75	42,591.15	42,591.15
260-6011	LIME TRT EXST MATL 12" UNDER RU	SY	3.24	5,004.05	16,213.12	0.00	0.00	- 16,213.12
260-6043	LIME HYD,COM OR SLRY) UNDER	TONS	237.60	148.62	35,312.11	0.00	0.00	- 35,312.11
275-6001	CEMENT TRT OVERRUN (O/R)	TON	298.08	0.00	0.00	28.64	8,537.01	8,537.01
275-6003	CEMENT TRT NEW BASE 6" O/R	SY	3.24	0.00	0.00	3,854.03	12,487.07	12,487.07
	SUB-TOTAL							
9909-1002	POWER WATER SOFTNERS PCO#41							
	WATER SOFTNERS	LS	553.00	0.00	0.00	1.00	553.00	553.00
	SUB-TOTAL							
	TOTALS				51,525.23		72,010.51	20,485.28

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

TABLE B: Contract Items (Continued)

CCSJ: 0921-02-303

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9909	CHANGE ORDER NO 9 - CONTINUE							
1003	REMOVE METAL LOUVER PCO#43	LS	8,041.00	1.00	8,041.00	0.00	0.00	- 8,041.00
	SUBTOTAL PCO#43							
9909	LANDSCAPE/ MECH EQUIP PCO#48							
1004	CREDIT FOR LANDSCAPE	LS	409.50	1.00	409.50	0.00	0.00	- 409.50
9909	FRAMING/CEILING/PANELS/LOUVER							
1005	HVAC/ ELECTRICAL PCO#054							
	HVAC	LS	3,605.00		0.00	1.00	3,605.00	3,605.00
	ELECTRICAL ASI#43	LS	7,794.00		0.00	1.00	7,794.00	7,794.00
	CEILING	LS	818.00		0.00	1.00	818.00	818.00
	FRAMING/METAL PANELS/LOUVERS	LS	1,925.28		0.00	1.00	1,925.28	1,925.28
	OVERHEAD & PROFIT	LS	707.11		0.00	1.00	707.11	707.11
9909	LIGHT POLE CONFLICT PCO#056							
1006	UNDERGROUND BORE	LF	40.00		0.00	180.00	7,200.00	7,200.00
	OVERHEAD & PROFIT	LS	360.00		0.00	1.00	360.00	360.00
9909	FURN & INSTALL VERT WALL PANEL							
1007	PCCO #058							
	ROOFING - OUTBOUND CANOPY	LS	2,548.30		0.00	1.00	2,548.30	2,548.30
	HVAC	LS	500.00		0.00	1.00	500.00	500.00
	ELECTRICAL ADDED SHORE POWER	LS	8,887.00		0.00	1.00	8,887.00	8,887.00
	OVERHEAD & PROFIT	LS	596.81		0.00	1.00	596.81	596.81
	HAND DRYER INSTALLATION	LS	425.00		0.00	1.00	425.00	425.00
The "Totals" from Table B of the previous work sheet:					51,525.23		72,010.51	20,485.28
				TOTALS	59,975.73		107,377.01	47,401.28

Paid by Invoice? (☐ Yes ☐ No)[illegible]

ORIGINAL + PREVIOUSLY REVISED				NEW				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	OUTBOUND CHANGE ORDER NO 9							
9909-1009	METER UPS IN BAS PCO#60-ASI 42	LS	1,369.90		0.00	1.00	1,369.90	1,369.90
	OVERHEAD & PROFIT	LS	68.49	0.00	0.00	1.00	68.49	68.49
	SUB-TOTAL PCO#60							
9909-1010	OUTBOUND CHANGE ORDER NO 9							
550-6008	CHAIN LINK FENCE OR PCO#62	LF	61.17	2,548.00	155,861.16	3,125.00	191,156.25	35,295.09
	SUB-TOTAL PCO#62							
9909-1011	OUTBOUND CHANGE ORDER NO 9							
	CRED LEED REQUIRMENTS PCO#64	LS	10,980.00	1.00	10,980.00		0.00	- 10,980.00
	SUB-TOTAL PCO#64							
9909-1012	OUTBOUND CHANGE ORDER NO 9							
	TRAFF CNTRL LTS PCO#66 - ASI 28	LS	7,422.51		0.00	1.00	7,422.51	7,422.51
	SUB-TOTAL PCO#66							
9909-1013	OUTBOUND CHANGE ORDER NO 9							
6027-6006	TXDOT LIGHT GRND BOX PCO#68	EA	2,002.32		0.00	1.00	2,002.32	2,002.32
	SUB-TOTAL PCO#68							
	The "Totals" from Table B of the previous work sheet:				59,975.73		107,377.01	47,401.28
	TOTALS				226,826.89		309,396.48	82,579.59

CCSJ: 0921-02-303

Contact/Help

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 7
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Award of Contract – Master Service Agreement for Various Improvements at the Anzalduas Port of Entry.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** X Yes ___ No ___

4. **Policy Implication:** _____

5. **Budgeted:** ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes ___ No ___
b) _____			Yes ___ No ___
c) _____			Yes ___ No ___

8. **Staff's Recommendation:** _____

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation:  Approved ___ Disapproved ___ None



**ENGINEERING DEPARTMENT
MEMORANDUM**

To: Isaac Tawil, City Manager

From: Eduardo Mendoza, P.E., P.T.O.E., City Engineer

Date: January 12, 2026

Subject: **Award of Contract - Master Service Agreement for Various Improvements at the Anzalduas Port of Entry (Project No.: 12-24-S10-739)**

Goal

Consideration and approval of a Master Service Agreement for professional design services.

Explanation

The Bridge Board previously approved negotiations with the top-ranked firm, RRP Consulting Engineers, LLC. for engineering design and administrative support services.

The scope of the services focuses on the design of a new infrastructure for southbound privately-owned vehicles (POV), northbound commercial lanes, as well as expanding capacity of the Anzalduas Bridge.

Staff negotiated the consultant's hourly rates to be implemented for respective work authorizations.

Attached is a draft contract and corresponding fee schedule for your review.

Options

1. Approve award of the Master Service Agreement at the negotiated rates.
2. Disapprove the award of the Master Service Agreement and request staff to renegotiate scope and fee.

Recommendation

Staff recommends award of a Master Service Agreement with **RRP Consulting Engineers, LLC., of McAllen, Texas**, at the negotiated rate schedule. Subsequent work authorizations will be individually presented for formal approval by both the Anzalduas Bridge Board and City Commission.

CONTRACT AGREEMENT BETWEEN OWNER AND CONSULTANT

STATE OF TEXAS §
COUNTY OF HIDALGO §

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the ____ day of _____ in the year 2025 between the CITY OF McALLEN, TEXAS (hereinafter called “OWNER”) and, **RRP Consulting Engineers LLC.** (hereinafter called “CONSULTANT”) for the following **PROJECT: ANZALDUAS PORT OF ENTRY.**

PART II. CONSULTANT FEES

The CONSULTANTS’S Fees shall be as set out in Article 14.

PART III. TERMS AND CONDITIONS

ARTICLE 1 - CONSULTANT’S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The CONSULTANT’S Basic Services shall consist of all work necessary to complete the five phases described in Paragraphs 1.1 through 1.5 and shall include STRUCTURAL DESIGN SERVICES and any other services as may be necessary to assist the OWNER in the design and construction of the project, within the limits OWNER has budgeted for it, including, but not limited to, any other services included in Article 14 as part of Basic Services. The CONSULTANT’s services shall be provided on an as-needed/as requested basis and shall include those services detailed in a specific scope of services contained in written work authorization as executed by both OWNER and CONSULTANT. CONSULTANT fees, schedules, and other details related to a specific project shall be as described in the specific scope(s) of work.

1.1 Schematic Design Phase (if applicable)

1.1.1 Consultant shall consult with OWNER and review the program furnished by the OWNER to ascertain the requirements of the project and shall conform the schematic design to such requirements. The CONSULTANT shall also review such requirements with the OWNER. (The OWNER shall advise the CONSULTANT of any potential hazards it identifies or any questions as it relates to the daily use of the building.)

1.1.2 The CONSULTANT shall provide a preliminary evaluation of the program and the Project budget and schedule requirements, each in terms of the other.

1.1.3 The CONSULTANT shall review with the OWNER alternative approaches to design and construction of the Project.

1.1.4 Consultant shall survey and evaluate those environmental conditions in the immediate vicinity of the project site, which may influence the design of the project. Based on the mutually agreed upon program and Project budget requirements, the CONSULTANT shall prepare, for approval by the OWNER, Schematic Design Documents consisting of one (1) set of drawings and other documents illustrating the scale and relationship of Project. These requirements may be lessened by OWNER depending upon the scale and complexity of the proposed project.

1.1.5 Consultant shall submit to OWNER a statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 Design Development Phase (if applicable)

1.2.1 Based on the approved Schematic Design Document and any adjustments authorized by the OWNER in the program, schedule or Project budget, the CONSULTANT shall prepare, for approval by the OWNER, Design Development Documents consisting of one (1) set of drawings and other documents to fix and describe the size, cross-sections and character of the entire Project as to MECHANICAL/ELECTRICAL/PLUMBING (MEP), materials and such other elements as may be appropriate. The design development phase shall be completed based on the scheduled sequence of work included within Exhibit "C" but after approval of the Schematic Design Documents.

1.2.2 Consultant shall submit to OWNER a revised statement of Probable Construction Cost.

1.3 Construction Documents Phase (if applicable)

1.3.1 Based on the approved Design Development Document and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the OWNER, the CONSULTANT shall prepare, for approval by the OWNER, Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project. Consultant shall file one (1) complete set of proposed final plans and specifications with the OWNER'S representative for appropriate review and official approval by the City Official prior to the advertisement of bids for the construction of the project, and the time frame specified in the scheduled sequence of work included within Exhibit "C" following approval of the Design Development Documents. Prior to award of contract, the CONSULTANT shall provide five (5) complete sets for contract signing, and two (2) half-size complete sets for construction administration. Should additional sets be required, consultant will be reimbursed for the actual cost of reproduction, upon approval in advance by OWNER. Consultant shall also file with the OWNER'S representative at that time, the following items:

- (a) The project title sheet,
- (b) (1) copy of detailed cost estimates.

(c) (N/A) unbound copies of advertisement for bids.

(d) (N/A) unbound copies of the bid proposals.

1.3.2 The CONSULTANT shall prepare the necessary bidding information, bidding forms, the Conditions of the Contract, and the OWNER'S standard form of Agreement between the OWNER and the Consultant for review and approval by the OWNER.

1.3.3 The CONSULTANT shall advise the OWNER of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The CONSULTANT shall assist the OWNER in connection with the OWNER'S Responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.5 The CONSULTANT shall prepare documents of alternate, separate or sequential bids or providing other services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the OWNER.

1.3.6 The CONSULTANT shall submit to the OWNER a revised estimate of the Final Construction Cost.

1.4 Bidding or Negotiation Phase (if applicable)

1.4.1 The CONSULTANT shall provide ten (10) sets of construction documents, as set forth in sub-paragraph 1.3.1 above, to the OWNER for the purpose of the bidding process.

1.4.2 The CONSULTANT shall conduct a pre-bid conference, inviting all prospective bidders and prospective sub-contractors to discuss all aspects and requirements of the proposed work.

1.4.3 The CONSULTANT shall issue all addenda, which do not affect the scope of the proposed Project. The CONSULTANT shall obtain the OWNER'S approval prior to issuance of addenda, which affect the scope of the Project, or significantly alters the Project as approved by OWNER.

1.4.4 The CONSULTANT shall assist the OWNER in obtaining bids and prepare tabulations of bids received and shall submit one (3) copy of the bid tabulation and the CONSULTANT'S recommendation for the award of contract to the OWNER within five (5) working days after receipt of the bids. One (1) copy of the unbound Project Manual shall be provided for awarding of the contract.

1.4.5 The CONSULTANT shall consult with and advise OWNER as to the acceptability of subconsultants and other persons and organizations proposed by the prime consultant(s) (hereinafter called "Consultant(s)") for those portions of the work as to which such acceptability is required by the bidding documents. The CONSULTANT will provide information of his knowledge regarding the contractor and subconsultants, but the CONSULTANT in no way warrants the acceptability of

subconsultants, persons, or organizations proposed by the Prime Contractor.

1.4.6 The CONSULTANT shall consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Consultant(s) when substitution prior to the award of contract is allowed by the bidding documents.

1.5 Construction Phase – Administration of the Construction Contract (if applicable)

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the CONSULTANT'S obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is made or forty-five (45) days after final Application for Payment is certified by the CONSULTANT and submitted to the City for processing payment due to the Contractor.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the CONSULTANT shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction used by the City of McAllen.

1.5.3 The CONSULTANT shall be a representative of the OWNER during the Construction Phase, and shall consult with and advise the OWNER and keep OWNER informed of the progress of the work. Instructions to the contractor shall be forwarded through the CONSULTANT. The CONSULTANT shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 CONSULTANT shall provide, at its own expense during construction, adequate and timely observations and will periodically visit the site to personally familiarize himself/herself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work, and shall notify OWNER of observed defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents. CONSULTANT shall keep OWNER informed as to the percent of the work complete on not less than a monthly basis.

1.5.5 The CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or subconsultant, or any of the Contractor(s)' or subconsultant's agents or employees or any other person (except CONSULTANT'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, this shall not be construed to release CONSULTANT from liability for failure to perform duties undertaken by him in the Contract Documents.

1.5.6 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The CONSULTANT shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall

issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the CONSULTANT to the OWNER, based on the CONSULTANT'S observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to; a) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, b) the results of any subsequent tests required by or performed under the Contract Documents, c) correctable and minor deviations from the Contract Documents made prior to completion, d) any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

1.5.9 The CONSULTANT shall issue all instructions of OWNER to Contractor(s): issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority as OWNER'S representative to require special inspection or testing of the Work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

1.5.10 To the extent provided by the terms of the contract between OWNER and its contractor, CONSULTANT shall make recommendations on all claims of OWNER or contractor relating to the execution and progress of the work or the interpretation of the contract documents.

1.5.11 The CONSULTANT shall have authority to reject Work, which does not conform to the Contract Documents. Whenever, in the CONSULTANT'S reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the CONSULTANT will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.12 The CONSULTANT shall review and note exceptions or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The CONSULTANT'S approval of a specific item shall not indicate approval of any ensemble of which the item is a component.

1.5.13 The CONSULTANT shall prepare Change Orders for the OWNER'S approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, and are consistent with the intent of the Contract Documents.

1.5.14 The CONSULTANT shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the OWNER for the OWNER'S review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment. In addition, they shall assist in making an inspection of the project before the expiration of the one (1) year warranty period.

1.5.15 The CONSULTANT shall review for completeness, a set of reproducible record drawings required to be furnished by the Contractor, and CONSULTANT shall utilize these record drawings in the preparation of CAD (electronic) documents or otherwise reproducible "record drawings" as required in Section 8.1.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the CONSULTANT as OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the CONSULTANT.

1.5.17 Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and consultants at the construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures.

1.6 Project Representation Beyond Basic Services

1.6.1 If the OWNER and CONSULTANT agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the CONSULTANT, at the OWNER'S request, shall provide one or more Project Representatives to assist the CONSULTANT in carrying out such responsibilities at the site or OWNER may, at OWNER'S discretion and at OWNER'S expense, employ or retain a third party or parties to provide such services directly to OWNER; provided, however, that such use of a third party by OWNER shall not modify CONSULTANT'S rights, responsibilities or obligations under this agreement.

1.6.2 If so requested by OWNER, such Project Representatives shall be selected, employed and directed by the CONSULTANT, and the CONSULTANT shall be compensated therefore as mutually agreed between the OWNER and the CONSULTANT as set forth in a supplement to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the CONSULTANT as described in Paragraph 1.5.

1.7 Additional Services

The following Services are not included in Basic Services unless so identified otherwise herein. They shall be provided if authorized or confirmed in writing as requested by the OWNER and on the form as shown on Exhibit "B", and they shall be paid for by the OWNER as provided in this Agreement, in addition to the compensation for Basic Services. If approved by Owner, the

services shall require a contract amendment.

1.7.1 Reserved.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing Services relative to future facilities, systems and equipment that are not intended to be constructed during the Construction Phase.

1.7.5 Providing coordination of Work performed by separate Contractors or by the OWNER'S own forces.

1.7.6 Providing Services in connection with the Work of a construction manager or separate consultants retained by the OWNER.

1.7.7 Providing detailed quantity surveys or inventories of material, equipment and labor.

1.7.8 Reserved.

1.7.9 Providing Services for planning tenant or rental spaces.

1.7.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the CONSULTANT.

1.7.11 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.12 Providing Services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

1.7.13 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.14 Providing Services after payment by OWNER of the final Payment due Contractor.

1.7.15 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.16 Providing Services of other consultants including those identified in paragraph 1.7.27, not specified in for other than the normal services MECHANICAL/ELECTRICAL/PLUMBING (MEP) identified in Basic Services.

1.7.17 Providing finished models, finished renderings or photographs for OWNER'S use.

1.7.18 Providing drawings to be used as legal exhibits for contracts or agreements and providing services for review and execution of required legal documents, including, but not limited to: Lien subordination agreement; Lien waiver agreement; legal exhibits for contracts and leases; loan closing documentation; and any assignment of document ownership other than described in Article 6 herein for the use of persons such as OWNER, lender(s), user(s), and OWNER'S engineer(s) and consultant(s), contractor, subconsultants, material vendors, fabricators and installers.

1.7.19 Expenses incurred to change management or ownership of the Project, such as time to review project with new Project Manager or OWNER to bring him/her up to same familiarity as previous Project Manager or OWNER.

1.7.20 Providing structural services dictated by special construction techniques such as extra design of pre-cast or pre-stressed concrete panels and connections normally provided by the fabricator, or providing special inspections such as inspection of all reinforcing steel before each concrete pour.

1.7.21 Providing services to review, attend meetings and revise documents for Governmental directed changes after the documents have been approved by the Governmental Agency having jurisdiction over the Project.

1.7.22 Providing for call-back(s) after completion of the Construction phase as described herein above, unless caused by discrepancies in the Construction Documents or Design Documents.

1.7.23 Providing Services to accommodate unforeseen existing conditions after construction documents are complete.

1.7.24 Preparation of applications for and assistance in obtaining Code and Zoning variations unless occasioned by discrepancies in Construction Documents of the CONSULTANT.

1.7.25 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.

1.7.26 Providing detail cost estimates beyond those required in basic services.

1.7.27 Providing design and/or consulting services for Voice and Data Systems, Audio/Visual Systems, Wayfinding and Security Systems if any required.

1.8 Time

1.8.1 The CONSULTANT shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work and shall, in any event, comply with the deadlines set out herein. The CONSULTANT shall submit for the OWNER'S approval a schedule for the performance of the CONSULTANT'S services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, as shown in Exhibit "C", shall not, except for reasonable cause, as determined by OWNER (such reasonable cause to be disclosed in writing by CONSULTANT to OWNER within ten (10) calendar days after the occurrence or occurrences causing said schedule to be exceeded), be exceeded by the CONSULTANT.

1.8.2 It is further understood and agreed that time for OWNER and governmental authorities phase review and approvals shall not be included in the CONSULTANT'S portion of the Project Design Schedule; provided, however, that any governmental review or approval delay resulting from CONSULTANT'S error or omission shall be included in CONSULTANT'S portion of the Schedule. In the event the OWNER or the governmental authorities do not provide required reviews and approvals in accordance with said Project Design Schedule, adjustments will be made to extend the CONSULTANT'S period of performance. The OWNER and the CONSULTANT shall mutually determine the impact of each schedule adjustment and to the extent the CONSULTANT is caused to incur additional costs in the performance of its work, compensation adjustments shall be made when approved in writing by the OWNER. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slow downs or stoppages, accidents 'fire', act of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product promptly, failure to obtain funding, or delays caused by faulty performance by the OWNER or by the Contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the OWNER agrees that the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 2 – THE OWNER'S RESPONSIBILITIES

2.1 Subject to the furnishing of the Program by CONSULTANT and in order to assist CONSULTANT in preparing the Program, the OWNER shall provide full information regarding requirements for the Project, which shall set forth the OWNER'S design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 The OWNER shall designate one or more representatives authorized to act on 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. It is agreed that the City's Project Manager is hereby designated as the OWNER'S Representative unless such representative is changed in writing, to CONSULTANT.

2.3 The OWNER shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachment, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The OWNER shall furnish the services of soil engineers or other consultants when the CONSULTANT deems such Services necessary. Such Services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity test, including necessary operations for determining sub-soil, air and water conditions, with reports and appropriate professional recommendations.

2.5 The OWNER shall furnish available structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The OWNER shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the OWNER may require to verify the Contractor's applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the OWNER; provided, however, that this shall not relieve CONSULTANT of the responsibility to make certain that the contractor has obtained the proper insurance coverage as required under the contract documents.

2.7 The Services, information, surveys and reports when required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the OWNER'S expense, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, the OWNER thereof shall give prompt written notice to the CONSULTANT.

2.9 The OWNER shall furnish required information and Services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the CONSULTANT'S services and of the Work.

ARTICLE 3 – CONSTRUCTION COST AND PROJECT BUDGET

3.1 Definitions

3.1.1 *The Construction Cost* shall be the total cost or, if this Agreement is terminated before the receipt of bids, the most recent estimated cost to the OWNER. Construction Cost does not include the compensation of the CONSULTANT'S consultants, the cost of the land, rights-of-way, costs that are the responsibility of the OWNER as provided in Article 2 or other costs which are attributable to elements of the Project or equipment designed or specified by consultants.

3.1.2 Hourly rates are established within this contract as a basis of negotiating a fixed fee for assigned projects.

3.1.3 *The Fixed Limit Budgeted Construction Cost* ("FLBCC") shall be an amount set by OWNER. This amount is established as a condition of this contract, and shall provide the basis for determination of the consultant's maximum basic fee; provided, however, the maximum cost to the OWNER for services provided by CONSULTANT pursuant to this contract may not exceed an amount to be determined during project proposal negotiations unless prior authorization for additional payment is given by resolution of the OWNER.

3.2 Responsibility for Construction Cost and Fixed Limit of Construction Cost

3.2.1 Subject to CONSULTANT'S obligation to redesign under Article 15 of this Agreement, evaluations of the OWNER'S Project Budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the CONSULTANT, represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the OWNER has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget proposed, established or approved by the OWNER, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the CONSULTANT.

3.2.2 The FLBCC is established as a condition of this contract and set out under Article 3.1.2 herein. Within that fixed limit as established, consultant, with OWNER'S approval, shall determine what materials, equipment, component systems and types of construction are to be included in the contract documents, and to make reasonable adjustments in the scope of the project to bring it within the fixed limit. The CONSULTANT may also include in the contract documents alternate bids to adjust the Construction Cost to the fixed limit. If the lowest bona fide bid, latest detailed estimate, or the CONSULTANT'S or cost consultant's latest Probable Construction Cost is less than the fixed limit or budgeted construction costs established as a condition of this agreement under Article 3.1.2 here, OWNER shall pay the CONSULTANT fees for Basic Services as defined in this Agreement in Article 14.

3.2.3 If the lowest bona fide bid exceeds such FLBCC established as a condition of this agreement under Article 3.1.2 here, OWNER may either (1) give written approval of an increase in such fixed limit, or (2) authorize re-bidding of such project within a reasonable time, or (3)

cooperate in revising the project scope and quality as required to reduce the Probable Construction Cost. In the case of (3), CONSULTANT shall modify the drawings and specifications, without additional charge, as necessary to bring the Construction Cost within the original fixed limit, or within any new fixed limit subsequently authorized by OWNER. The providing of this service shall be the limit of consultant's responsibility in this regard, and having done so, consultant shall be entitled to its fees in accordance with this agreement, whether or not the Construction Phase is commenced.

ARTICLE 4 – DIRECT PERSONNEL EXPENSE

4.1 Direct personnel expense includes that of employees engaged on the project by consultant, including consultants, engineers, designers, job captains, draftspersons, specification writers and typists, in consultation, research and design, in producing drawings, specifications and other documents pertaining to the project, and in services during construction at the site. Direct personnel expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits. Direct Personnel Expense for this Project is detailed as shown on Exhibit “D”.

ARTICLE 5 – REIMBURSABLE EXPENSES

5.1 Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the CONSULTANT and the CONSULTANT’S employees and consultants in the interest of the Project for the expenses listed in the following Sub-paragraphs. An allowance for reimbursable expenses shall be established on a per project basis and only adjusted through City authorization. This condition is established as a part of this agreement.

5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the CONSULTANT(s).

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 Expense of models and mock-ups requested by the OWNER.

5.1.5 Expense of out-of-town travel directly related to the development of this Project, if approved in advance by OWNER.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payments to the CONSULTANT

6.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to Services performed within each Phase of Services, on the basis set forth in Article 14.

6.1.2 If, and to the extent that the Contract Time, including all allowance days initially established in the Contract for Construction is exceeded or extended beyond a pre-determined time, and, through no fault of the CONSULTANT, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.3 for Additional Services.

6.1.3 When any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.1.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the Fixed Limit Budget of Construction (FLBCC) Cost for such portions of the Project.

6.2 Payments on Account of Additional Services. Payments on account of the CONSULTANT'S Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the CONSULTANT'S statement of services rendered or expenses incurred.

6.3 Payments Withheld. No deductions shall be made from the CONSULTANT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the CONSULTANT is held legally liable.

6.4 Project Suspension or Termination. If the Project is suspended or abandoned in whole or in part for more than three months, the CONSULTANT shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than three months, the CONSULTANT'S compensation shall be equitably adjusted.

6.5 Request for Payment. Each month during the performance of the services, CONSULTANT shall submit to OWNER for its approval, a request for payment ("Request for Payment") in form and substance satisfactory to OWNER. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payment(s). 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. Within five (5) working days after the OWNER's Commission meets approving such payment, the OWNER shall make payment to CONSULTANT in the amount approved as aforesaid, subject to Section 6.7, below.

6.6 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 6.5. 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.

6.7 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, OWNER shall not be obligated to make any payment to CONSULTANT hereunder if any one or more of the following conditions precedent exist:

- (a) CONSULTANT is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;
- (b) 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;
- (c) CONSULTANT has failed to make payments promptly to consultants or other third parties used in connection with the Services for which OWNER has made payment to CONSULTANT;
- (d) 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.

6.8 Partial Payments. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Services to which such partial payment relates or to relieve CONSULTANT of any of its obligations hereunder with respect thereto.

6.9 Payment of Third-Parties. CONSULTANT shall promptly pay all bills for labor and material performed and furnished by others in connection with the satisfactory performance of the Services, as determined by the CONSULTANT.

6.10 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the OWNER against CONSULTANT except those arising from: (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the CONSULTANT except those previously made in writing and identified by the CONSULTANT as unsettled at the time of the Final Request for

payment.

ARTICLE 7 – CONSULTANT’S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses 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 within ten (10) calendar days of request.

7.2 The OWNER, or the funding agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Project for the purpose of making audit, examination, excerpts, and transcriptions.

ARTICLE 8 – OWNERSHIP AND USE OF DOCUMENTS

8.1 Ownership, Submission, and format of Documents. Original documents (including, but not limited to, plans, tracings, drawings, estimates, specifications, investigations and studies completed or partially completed, developed in connection with services performed hereunder) belong to, and remain the property of the OWNER. The CONSULTANT shall store the originals and may retain reproducible copies of such documents. In addition, CAD (electronic) drawing files in a version specified by the OWNER and corrected to “record drawings” conditions shall be delivered to OWNER on completion (or termination for any reason) of the project. All plans or drawings will be prepared and submitted by CONSULTANTS to OWNER for approval 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 subconsultantss, 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 so lost or damaged shall be replaced or restored by consultant at CONSULTANT’S sole expense. Upon completion of the construction of the project, CONSULTANT shall, within thirty (30) calendar days following final inspection, deliver to OWNER original contract working drawings corrected to "record drawing conditions", in both CAD (electronic) and printed formats.

8.2 Changes to CONSULTANT’S Work Product. In the event the OWNER consents to, allows, authorizes, or approves changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the CONSULTANT, the OWNER recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the OWNER agrees to release the CONSULTANT from any liability arising from the construction, use or result of such changes.

8.3 Transfer of Electronic Data/Documents. Any document transmitted by electronic media is not to be considered a Contract Document and represents only the status of the data as of the date of transmittal. Due to differences in computer systems, hardware, software and translation or conversion processes between systems, the CONSULTANT is not responsible for any dimensional inaccuracies or for the accuracy and completeness of any translation and/or transmittal process from the original file(s). Files are to be tested for translation and accepted by the OWNER within thirty (30) days.

8.3.1 Consultant's Promotional Material. The CONSULTANT shall have the right to include photographic or artistic representations of the design of the Project among the CONSULTANT'S promotional and professional materials. The CONSULTANT shall be given reasonable access to the completed Project to make such representations. However, the CONSULTANT'S materials shall not include the OWNER'S confidential or proprietary information if the OWNER has previously advised the CONSULTANT in writing of the specific information considered by the OWNER to be confidential or proprietary.

ARTICLE 9 –NON-BINDING MEDIATION/BINDING ARBITRATION

9.1 In the event any dispute arising between OWNER and CONSULTANT 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 first, as per section 9.2 below, and if such dispute is not resolved via mediation, then either party may proceed to binding arbitration, as per Sections 9.3 and 9.4 below.

9.2 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, either party has the right, at any time during the mediation or within ten (10) days after the formal mediation has ceased, to seek arbitration as provided in Sections 9.3 and 9.4 below.

9.3 All disputes to be arbitrated shall be submitted to and decided by a board of three arbitrators, one to be appointed by CONSULTANT, one by OWNER (each of which may be an employee) and the third by the ones so appointed. If either party shall fail or refuse to appoint an arbitrator within thirty (30) days after written notice has been given to it by the other party naming the latter's arbitrator, the party giving such notice shall have the right to request the Presiding Judge of a District Court of the State of Texas in and for the County of Hidalgo to

appoint an arbitrator for the party so in default. If the two arbitrators thus chosen shall be unable to agree upon a third arbitrator, such arbitrator shall be appointed, upon application by either party, by such Presiding Judge.

9.4 All arbitration hearings shall be held at the City Hall in McAllen, Texas. The arbitrators shall notify both parties of the arbitration rules applicable to the arbitration hearing. If such arbitration rules conflict with the terms and conditions of Article 9, the terms and conditions of Article 9 shall prevail. Both parties shall have the opportunity to be heard and to introduce evidence at the hearing. Both parties shall equally split the costs of the appointed arbitrators.

The arbitrators' authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplements thereto. The arbitrators shall have no jurisdiction or authority to establish provisions of a new Agreement or variations of the present Agreement or to arbitrate away, in whole or in part, any provision(s) thereof.

Within thirty (30) days after the conclusion of the hearing, the arbitrators shall issue a written opinion and ruling, supported by at least two of the three arbitrators, in connection with the issues presented. With respect to the application, interpretation and enforcement of the provisions of this Agreement, the decision of the arbitrators shall be final and binding on the parties to this Agreement; provided however that either party may bring an action in a district court of Hidalgo County, Texas seeking to vacate the decision of the arbitrators solely on the grounds that the arbitrators' decision went beyond the application, interpretation and enforcement of the provision(s) of the Agreement.

It is specifically and expressly understood by both parties that the use and acceptance of final and binding arbitration as provided in this Agreement constitutes an election of remedies and a waiver of any and all rights by both parties to litigate or otherwise contest any disputes regarding this Agreement in any state or Federal Court, or other form and place of appeal; provided that either party may bring an action in Hidalgo county, Texas Seeking to vacate the decision of the arbitrators solely on the grounds that the arbitrators' decision went beyond the application, interpretation and enforcement of the provision(s) of this Agreement..

9.5 The OWNER and the CONSULTANT further agree to include a similar mediation and arbitration 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 arbitration provisions in all agreements with subconsultants, 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 10 – TERMINATION OF AGREEMENT

10.1 In connection with the work outlined in this contract, it is agreed by CONSULTANT that OWNER may cancel or indefinitely suspend further work hereunder or terminate this contract on twenty (20) days written notice to CONSULTANT with the understanding that immediately upon receipt of that notice all work and labor being performed under this contract shall cease. Before the end of that twenty (20) day period, CONSULTANT shall invoice OWNER for all work

completed and shall be compensated in accordance with the terms of this agreement for all work accomplished prior to the receipt of said notice. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the termination party. All plans, field surveys, maps, cross-sections and other data and work related to the project shall become the property of the OWNER upon termination of this contract.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.1 Controlling Law. This Agreement is to be governed by the Law of the State of Texas, with venue in Hidalgo County, Texas.

11.2 Consultant's Insurance. The CONSULTANT shall acquire and maintain statutory workmen's compensation insurance coverage, in amounts not less than the extent of OWNER'S tort claims limits. The CONSULTANT shall provide Certificate of Insurance of any Contractor or Consultant used by CONSULTANT for OWNER'S Project.

11.3 Indemnity. The OWNER will require that any contractor or subconsultants performing work in connection with drawings and specifications produced under this Agreement to hold harmless and indemnify 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 subconsultants) negligence in the performance of the work described in the construction contract documents.

11.4 Approval Not Waiver. Approval by OWNER shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, CONSULTANT'S employees, subconsultants, 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 CONSULTANT, CONSULTANT'S employees, subconsultants, agents and consultants.

11.5 Compliance With Applicable Law. CONSULTANT, CONSULTANT'S consultants, agents, and employees and subconsultants 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 in effect as of the effective date of this agreement. CONSULTANT shall further obtain all permits and licenses required in the preparation of the work contracted for in this agreement.

11.6 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 CONSULTANT'S office during the period of their preparation.

11.7 Suspension or Abandonment of Work. It is mutually agreed that OWNER may suspend or

abandon, in whole or in part, the work under this contract in which case OWNER shall pay the CONSULTANT for services rendered on the work completed or portion of it at the time of that suspension. That payment shall be made to the CONSULTANT by OWNER for partial services in proportion to the percentages of the total fee due and payable at the completion of the several stages of the production of the documents set forth under Article 14 and computed upon the preliminary estimate of costs.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

12.1 The OWNER and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the OWNER nor the CONSULTANT shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 13 – EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and CONSULTANT.

ARTICLE 14 – BASIS OF COMPENSATION AND PAYMENT

The OWNER shall compensate the CONSULTANT for the Scope of Services provided, in accordance with Article 5, Payments to the CONSULTANT, and the other Terms and Conditions of this Agreement, as follows:

14.1 Basic Compensation

14.1.1 FOR BASIC SERVICES, as described in Article 1, Sections 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as shown in Exhibit “D.”

14.1.2 Payments for Basic Services shall be made as provided in Subparagraph 6.1.3, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable and established on a per project basis:

Compensation payable will be determined and shown on each work authorization.

14.1.3 Payment for Basic Services through the percentage basis provided above may be modified dependent upon project scope and if agreed to by all parties prior to project commencement.

14.2 For Project Representation Beyond Basic Services as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.3 Compensation for Additional Services

14.3.1 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services, landscape architectural services, and those provided under Subparagraph 1.7.14 or identified in Article 1 as part of Additional Services, a multiple of ONE (1) times the amounts billed to the CONSULTANT for such services.

14.3.2 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 5 as Reimbursable Expenses, a multiple of ONE (1) times the amounts expended by the CONSULTANT, and the CONSULTANT'S employees and consultants in the interest of the Project.

14.4 If OWNER fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S bill therefore the amounts due to CONSULTANT shall include a charge of six percent (6%) per annum interest from said thirtieth (30th) day, and in addition, CONSULTANT may, if himself not in default, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

14.5 The OWNER and the CONSULTANT agree in accordance with the Terms and Conditions of this Agreement that:

14.5.1 IF THE SCOPE of the Project or the CONSULTANT'S Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.5.2 IF THE SERVICES covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of the CONSULTANT, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.

ARTICLE 15 - OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, OWNER and CONSULTANT agree and acknowledge that OWNER is entering into this Agreement in reliance on CONSULTANT'S experience and abilities with respect to performing the Services. CONSULTANT agrees to use CONSULTANT'S efforts, 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 professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, CONSULTANT shall prepare a statement in writing to OWNER reflective of the CONSULTANT'S professional opinion, that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. CONSULTANT represents and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The CONSULTANT agrees that CONSULTANT'S talent, training and experience cause it to be the prime professional on the Project and possesses the skills which enable CONSULTANT to recognize dangerous conditions that a reasonable, prudent CONSULTANT having such special skills could anticipate may arise from the proper use of the Project after accepted by OWNER.

15.3 CONSULTANT represents that in CONSULTANT'S professional opinion, Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that CONSULTANT must approve will be accurate and free from any material substantial or significant errors relating to design intent. CONSULTANT additionally represents the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of CONSULTANT'S observation of the Project will be suitable for purposes for which the Project is designed; and, the project will be designed and construction will be observed in a workmanlike, professional manner. The CONSULTANT'S responsibilities as set forth herein shall not be diminished by reason of any approval by the OWNER of the Drawings and Specifications, it being understood that the OWNER is relying upon the CONSULTANT'S professional opinion in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, CONSULTANT may rely on any documents or information forwarded by OWNER pursuant to Article 2 hereof.

15.4 The final written estimate of construction cost will be reviewed and approved by a City Official prior to authorizing the CONSULTANT to issue plans and specifications for bidding. If CONSULTANT'S final written estimate of construction costs exceeds the fixed limit of budgeted construction costs, the CONSULTANT, at CONSULTANT'S expense, will make all necessary revisions to the plans and specifications to lower the construction costs to an amount acceptable to OWNER.

15.5 Reserved

15.6 Pursuant to paragraphs 15.5 and 15.6, the OWNER agrees to give the CONSULTANT reasonable latitude to make the required changes to plans and specifications to achieve the

required reduction in construction cost; however, the CONSULTANT shall consult with the OWNER on all necessary changes and OWNER shall have final approval thereof.

15.7 CONSULTANT agrees to maintain a general and professional liability insurance policy to cover any and all losses during the policy period incurred because of the professional negligence of CONSULTANT connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding \$1,000,000.00. CONSULTANT agrees to furnish OWNER certificates of insurance showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

15.8 In the event that it shall become necessary for either party to enforce this Agreement as a result of a breach by the other party, the non-defaulting party shall have all of the remedies available to it in law or in equity, including reasonable and necessary attorney's fees, as allowed by Texas Law.

15.9 This Agreement shall be binding of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against _____ or _____ hereunder.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER:

CITY OF McALLEN, TEXAS

Isaac Tawil
City Manager

CONSULTANT:

Ahmed Abd-EL-
Meguid, PhD,
PE

Digitally signed by Ahmed Abd-EL-Meguid,
PhD, PE
DN: cn=Ahmed Abd-EL-Meguid, PhD, PE,
c=US, o=RRP Consulting Engineers, LLC,
email=ameguid@rrpeng.com
Date: 2025.11.25 13:55:10 -0600

Ahmed Abd-El-Meguid, PhD, PE
Vice President
RRP Consulting Engineers LLC
5400 N. 10th Street
McAllen, TX 78504

ATTEST:

Perla Lara
City Secretary

ATTEST:

APPROVED AS TO FORM:

Austin Stevenson
Interim City Attorney

REVIEWED:

Gerardo Noriega, CTPM
Director of Purchasing & Contracting

EXHIBIT "A"
PHASE APPROVAL FORM

DATE: _____

TO: _____

Attn.: _____

RE: PHASE APPROVAL

APPROVED: (Schematic Design Documents) (Design Development Documents) (Construction Documents) reference Article (1.1) (1.2) (1.3) of Owner/Consultant Agreement

By execution of this document, you are hereby authorized to proceed with the (Design Development) Construction Documents) (Construction Administration) for the Project. This authorization is made after our (Month/Day/Year) _____ review of the (Schematic Design Documents) (Design Documents) (Construction Documents) as prepared by _____ and the Design Team.

_____ No Exceptions
_____ Exceptions as per attached list

List of Documents:

Date:

The estimated (Schematic Design) (Design Development) (Construction Documents) Construction cost Budget is authorized at _____ Dollars (\$ _____).

OWNER:

By: _____
Title/Date: _____

EXHIBIT "B"
(From Consultant to Owner)

ADDITIONAL SERVICE AUTHORIZATION FORM

TO: _____
Attn.: _____

DATE: _____
FROM: _____

RE: _____

Additional Service Authorization No. _____

In accordance with the Consultant/Consultant Agreement, written authorization by the Owner is hereby requested for performance of the below listed Additional Service.

Additional Services Title: _____

Services To Be Performed By: _____

Description of Services:

Fee: <u>Amount</u>	<u>Lump Sum</u>	<u>Guaranteed Maximum</u>	<u>Estimated</u>	<u>Invoiced</u>
	\$	\$	\$	\$

Estimated Percent Complete On Service: _____

Additional Services To Be Billed To: _____
(Sub-Project Number)

Submitted by:

Authorized by:

Consultant
Date: _____

Owner
Date: _____

Exhibit “C”

Timeframe and Sequence of Work

1. Authorization to Proceed, Day 1
2. Program Review and Schematic Design Phase, Per Project Basis
3. City Review, Per Project Basis
4. Design Development Phase, Per Project Basis
5. City Review, Per Project Basis
6. Construction Documents Phase, Per Project Basis
7. City Review, Per Project Basis
8. Bidding/Negotiations Phase, Per Project Basis
9. Construction Phase, Per Project Basis

EXHIBIT 'D'

	Job Description	2025 Contract Rates		2026 Contract Rates	
		Base	Billing	Base	Billing
	Multiplier		2.9900		-
1	Senior Advisor	\$ 176.00	526.00	\$ 184.80	553.00
2	Principal	\$ 130.00	389.00	\$ 136.50	408.00
3	Director QC/QA	\$ 120.00	359.00	\$ 126.00	377.00
4	Project Manager 3	\$ 115.00	344.00	\$ 120.75	361.00
5	Project manager 2	\$ 90.00	269.00	\$ 94.50	283.00
6	Project manager 1	\$ 75.00	224.00	\$ 78.75	235.00
7	Senior Engineer	\$ 95.00	284.00	\$ 99.75	298.00
8	Project Engineer	\$ 70.00	209.00	\$ 73.50	220.00
9	Senior Structural Engineer	\$ 85.00	254.00	\$ 89.25	267.00
10	Structural Engineer	\$ 75.00	224.00	\$ 78.75	235.00
11	Environmental Manager	\$ 70.00	209.00	\$ 73.50	220.00
12	Environmental Scientist	\$ 43.00	129.00	\$ 45.15	135.00
13	Design Engineer	\$ 60.00	179.00	\$ 63.00	188.00
14	Engineer 4	\$ 55.00	164.00	\$ 57.75	173.00
15	EIT 3	\$ 50.00	150.00	\$ 52.50	157.00
16	EIT 1and 2	\$ 45.00	135.00	\$ 47.25	141.00
17	GIS Tech	\$ 47.00	141.00	\$ 49.35	148.00
18	Senior Design Tech	\$ 45.00	135.00	\$ 47.25	141.00
19	Design Tech	\$ 40.00	120.00	\$ 42.00	126.00
20	Senior CADD Operator	\$ 42.00	126.00	\$ 44.10	132.00
21	CADD Operator	\$ 35.00	105.00	\$ 36.75	110.00
22	Senior Inspector	\$ 65.00	194.00	\$ 68.25	204.00
23	Inspector	\$ 58.00	173.00	\$ 60.90	182.00
24	Project Accountant	\$ 40.00	120.00	\$ 42.00	126.00
25	Project Controls Specialist	\$ 32.00	96.00	\$ 33.60	100.00
26	Project Secretary	\$ 30.00	90.00	\$ 31.50	94.00



STANDARD INSURANCE REQUIREMENTS CONSTRUCTION/SERVICES/PROFESSIONAL SERVICES

The Certificate of Insurance should be made to the City of McAllen, P.O. Box 220, McAllen, TX 78505-0220, (1300 Houston, McAllen, Texas 78501) and should reference the operation.

All certificates must be received prior to commencement of service/work. All Certificates of insurance shall be approved by the Risk Manager and/or his/her designated representative prior to the commencement of any work.

In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of McAllen and/or McAllen Public Utilities (MPU) and their employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.

The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage.

During the term of the Contract, the successful contractor/respondent/selected firm shall a October 17, 2024 (Press for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability**: The Contractor/Respondent/Selected Firm shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of McAllen" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverage's are allowed.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

- B. **Business Automobile Liability**: The Contractor/Respondent/Selected Firm shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of McAllen" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

STANDARD INSURANCE REQUIREMENTS - CONSTRUCTION/SERVICES/PROFESSIONAL SERVICES CONTINUED:

B. Business Automobile Liability, Continued:

Applicable as long as no fragile or perishable products are transported; otherwise, Cargo Insurance is required.

Additional Insured Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of McAllen and/or McAllen Public Utilities (MPU) shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations

C. Builder's Risk/Fire & Extended Coverage

The Contractor shall insure the building or other work included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Contractor, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

October 17, 2024 (Press

- D. Workers' Compensation:** The contractor/respondent/selected firm shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability Insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease."

In addition, a Waiver of Subrogation Endorsement shall be provided by the contractor naming the City of McAllen in said policy for Worker's Compensation Insurance. Contractor/Respondent/Selected Firm shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. Professional Services - Insurance Provisions:** Errors & Omissions (Professional Liability): \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual Agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual Agreement and for four (4) years following completion of the services provided under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

- F. Deductible Clause:** Contractor/Respondent/Selected Firm to declare self-insured retention or deductible amounts in excess of \$25,000.

- G. Other Provisions:** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g., Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Aord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier subcontractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 8
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. **Agenda Item:** Chairman's, City Manager's, Superintendent of Bridges', Customs and Border Protection Report.

2. **Party Making Request:** Juan Olaguibel, ACM/Superintendent of Bridges

3. **Nature of Request: (Brief Overview) Attachments:** ___ Yes X No

4. **Policy Implication:** _____

5. **Budgeted:** ___ Yes ___ No ___ N/A

Bid Amount: _____

Under Budget: _____

Budgeted Amount: _____

Over Budget: _____

Amount Remaining: _____

If over budget how will it be paid for: _____

6. **Alternate option/costs:** _____

7. **Routing:**

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>	
a) _____			Yes _____	No _____
b) _____			Yes _____	No _____
c) _____			Yes _____	No _____

8. **Staff's Recommendation:** Report Only

Advisory Board: _____ Approved _____ Disapproved _____ None

City Attorney: _____ Approved _____ Disapproved _____ None

Manager's Recommendation:  Approved _____ Disapproved _____ None

Anzalduas International Bridge

STANDARDIZED RECOMMENDATION FORM

CITY COMMISSION _____
UTILITY BOARD _____
ANZALDUAS BRIDGE _____ X _____

AGENDA ITEM 9
DATE SUBMITTED 01/05/26
MEETING DATE 01/12/26

1. Agenda Item: Engineering Report

2. Party Making Request: Juan Olaguibel, ACM/Superintendent of Bridges

3. Nature of Request: (Brief Overview) Attachments: ___ Yes X No

4. Policy Implication: _____

5. Budgeted: ___ Yes ___ No ___ N/A

Bid Amount: _____
Under Budget: _____

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

If over budget how will it be paid for: _____

6. Alternate option/costs: _____

7. Routing:

<u>NAME/TITLE</u>	<u>INITIAL</u>	<u>DATE</u>	<u>CONCURRENCE</u>
a) _____			Yes _____ No _____
b) _____			Yes _____ No _____
c) _____			Yes _____ No _____

8. Staff's Recommendation: Report Only

Advisory Board: ___ Approved ___ Disapproved ___ None

City Attorney: ___ Approved ___ Disapproved ___ None

Manager's Recommendation:  Approved ___ Disapproved ___ None