

**NOTICE OF A REGULAR MEETING TO BE HELD BY THE
McALLEN PUBLIC UTILITY BOARD OF TRUSTEES**

DATE: Tuesday, May 10, 2022

TIME: 4:00 P.M.

PLACE: McAllen City Hall
Commission Chambers – 3rd Floor
1300 Houston Avenue
McAllen, Texas 78501

VIRTUAL: Zoom.US/Join
<https://us02web.zoom.us/j/5087553077?pwd=TjduYjR4U2l3cWU1NjlsZzlsM2hJUT09>

Meeting ID: 508 755 3077
Passcode: 878576

Members of the public that wish to listen to the meeting can log in to the virtual Zoom meeting or dial 1 346 248 7799 US (Houston) Meeting ID: 508 755 3077 Passcode: 878576.

Individuals that wish to participate in the meeting or comment on an agenda item should call 956-681-1630 by 3:30 PM. Any individual dialing in acknowledges that his or her phone number may be visible to the public.

SUBJECT MATTER:

See Subsequent Agenda.

CERTIFICATION

I, the Undersigned authority, do hereby certify that the attached agenda of meeting of the McAllen Public Utility Board of Trustees is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 6th day of May, 2022 at 3:00 P.M. and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Nyla L. Flatau, TRMC/CMC
Utility Board Secretary



**BOARD OF TRUSTEES MEETING
TUESDAY, MAY 10, 2022 – 4:00 PM
COMMISSION CHAMBERS - 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN, TEXAS 78501**

AGENDA

AT ANY TIME DURING THE COURSE OF THIS MEETING, THE MCALLEN PUBLIC UTILITY BOARD MAY RETIRE TO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE 551.071(2) TO CONFER WITH ITS LEGAL COUNSEL ON ANY SUBJECT MATTER ON THIS AGENDA IN WHICH THE DUTY OF THE ATTORNEY TO THE MCALLEN PUBLIC UTILITY 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 MCALLEN PUBLIC UTILITY 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.

CALL TO ORDER

PLEDGE

INVOCATION

1. MINUTES:

- a) Approval of Minutes for the Regular Meeting held April 26, 2022.

2. BIDS AND CONTRACTS:

- a) Consideration and Approval of Award of Contract for The South Wastewater Treatment Plant Headworks Screens.
- b) Consideration and Approval of Award of Contract for the North Wastewater Treatment Plant Grit System Replacement.
- c) Consideration and Approval of Memorandum of Understanding between McAllen Sewer Extension, LLC and McAllen Public Utility
- d) Consideration and Approval of Award of Professional Services Contract for Planning, Design and Construction Phase Inspection Services for an Elevated Reuse Water Storage Tower in North-west McAllen
- e) Consideration and Approval of Financial Agreement between Bureau of Reclamation and McAllen Public Utility for the Reuse Water Enhancement Project
- f) Consideration and Approval of award of services contract for the Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
- g) Consideration and Action in purchasing a 6" portable pump with CDBG fund through Buyboard contract 589-19

3. UTILITY LAYOUTS:

- a) Discussion and Approval of Yuma Subdivision
- b) Discussion and Approval of Uvalde Villas Subdivision.
- c) Discussion and Approval of Brier Village Subdivision.
- d) Discussion and Approval of AEP James Rowe Substation Lot 1 Subdivision.

4. FUTURE AGENDA ITEMS

5. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

- a) Consultation with City Attorney regarding potential litigation before the PUC. (T.G.C. 551.071)
- b) Consultation with counsel regarding legal aspects of subdivision reimbursements. (T.G.C. 551.071)

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY UTILITY ADMINISTRATION (681-1630) FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE MCALLEN PUBLIC UTILITY BOARD OF TRUSTEES MAY TAKE VARIOUS ACTIONS, INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OF TIME. THE MCALLEN PUBLIC UTILITY BOARD MAY ELECT TO GO INTO EXECUTIVE SESSION ON ANY ITEM WHETHER OR NOT SUCH ITEM IS POSTED AS AN EXECUTIVE SESSION ITEM AT ANY TIME DURING THE MEETING WHEN AUTHORIZED BY THE PROVISIONS OF THE OPEN MEETINGS ACT.

THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD ON MAY 24, 2022.



	AGENDA ITEM	<u>1.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/03/2022
	MEETING DATE	5/10/2022

1. Agenda Item: Approval of Minutes for the Regular Meeting held April 26, 2022.

2. Party Making Request:
Nyla Flatau, Utility Board Secretary

3. Nature of Request: Approval of Minutes for the Regular Meeting held April 26, 2022.

4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. Reimbursement:

6. Routing:
Nyla Flatau Created/Initiated - 5/3/2022

7. Staff's Recommendation: Approval of Minutes as presented.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

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

The McAllen Public Utility Board (MPUB) convened in a Regular Meeting on **Tuesday, April 26, 2022**, at 4:00 pm at in the City Commission Chambers at City Hall with the following present:

	Charles Amos	Chairman
	Ernest Williams	Vice-Chairman
	Albert Cardenas	Trustee
Absent:	Ricardo R. Godinez	Trustee
	Javier Villalobos	Ex-Officio Member/Mayor
Staff:	Marco A. Vega, P.E.	General Manager
	Isaac Tawil	Assistant City Attorney
	Nyla L. Flatau	Utility Board Secretary
	Melba Carvajal	Director of Finance for Utilities
	J.J. Rodriguez	Assistant General Manager
	Terri Uvalle	Assistant Director for Utility Billing
	Pablo Rodriguez	Assistant Director for Customer Relations
	Carlos Gonzalez, P.E.	Utility Engineer
	Marco Ramirez, P.E.	Utility Engineer
	Rafael Balderas, E.I.T.	Assistant Utility Engineer
	Edward Gonzalez	Director of Water Systems
	David Garza	Director of Wastewater Systems
	Gerardo Noriega	Director of Purchasing and Contracting
	Janet Landeros	Grants Coordinator
	Juan Vallejo	Interim Assistant Director of Water Systems
	Mario Vela	Public Works

CALL TO ORDER:

Chairman Amos called the meeting to order at 4:00 p.m.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 CONSULTATION WITH ATTORNEY, SECTION 551.072 LAND TRANSACTION, SECTION 551.074 PERSONNEL MATTERS; SECTION 551.087 ECONOMIC DEVELOPMENT NEGOTIATIONS

Chairman Charles Amos recessed the meeting at 4:01 p.m. to go into Executive Session. Chairman Amos reconvened the meeting at 4:56 p.m. and stated that the following actions would be taken:

a. **Consultation with City Attorney regarding potential litigation before the PUC. (T.G.C. 551.071)**

Isaac Tawil, City Attorney, asked the Board to entertain a motion allowing the City Attorney to continue to prosecute as discussed in Executive Session.

Vice-Chairman Williams moved to approve recommended motion. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

1. **MINUTES:**

Vice-Chairman Williams moved to approve the minutes for Regular Meeting held April 26, 2022. Trustee Cardenas seconded the motion. The motion carried unanimously by those present.

2. **BIDS AND CONTRACTS:**

a) **Award of Contracts – Purchase of Thirty (30) New Current Model Vehicles.**

Mario Vela, Assistant Director of Public Works, presented an Award of Purchase Contract to purchase new vehicles.

He explained that on March 15, 2022, Public Works through the Purchasing and Contracting Department solicited formal bids for the purchase of the Thirty (30) New Current Model Vehicles of which Ten (10) were for MPU Departments. He added that a total of three (3) vendors responded to our solicitation providing their pricing structure reflecting purchasing cooperative and dealer pricing.

Mr. Vela recommended award of purchase to Lake County Chevrolet of Jasper, TX for Items 3A, 3F; Silsbee Ford of Silsbee, TX for Items 2A – 2C.

Trustee Cardenas moved to approve the purchase of ten (10) vehicles for the MPU. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

b) **Consideration and Approval of Interlocal Agreement between McAllen Public Utility and City of Alton regarding a cost sharing agreement for utility adjustments for planned Shary Road (FM 494) Roadway Improvements.**

Carlos Gonzalez, P.E. Utility Engineer, presented Board Consideration of an Interlocal Agreement between City of Alton and MPU related to the planned Shary Road TxDOT Widening Project. A copy of draft agreement is included in agenda packet and background project information is summarized below.

Mr. Gonzalez explained TxDOT is planning on widening Shary Road between Mile 3 Road SH 107. The project is expected to be bid out in 2 phases: Mile 5 – SH 107 and Mile 3 Road – Mile 5 Road. The first phase is expected to be “let” as early as Fall 2022.

He added that both City of Alton and MPU have existing utilities at the Mile 5 intersection with Shary Road. These utilities include a force main crossing and discharging onto our receiving manhole at the south-east corner of intersection. The CCN Boundary between City of Alton and McAllen Public Utility at this subject intersection is Shary Road.

He further explained that historically, both parties have accepted the assertion that the existing force main up to the receiving manhole at the south-east corner of the intersection belongs to the City of Alton and MPU ownership begins at the receiving manhole.

Mr. Gonzalez added that the planned utility adjustments will include the extension of the Gravity Sewer to the northwest corner of the intersection. This will allow City of Alton to continue to extend Gravity Sewer closer to Lift Station with the future Mile 5 (FM 676) widening project. Under this agreement, MPU will be responsible for costs associated with extending gravity sewer line to the north-east corner of the intersection and City of Alton will be responsible for extending gravity Sewer line from the north-east Corner to the north-west corner of intersection. The Engineer’s Estimate for MPU’s Share of costs is \$ 27,618.

Staff recommended approval of Interlocal Agreement between McAllen Public Utility and City of Alton regarding a cost sharing agreement for utility adjustments for planned Shary Road (FM 494) Roadway Improvements.

Trustee Cardenas moved to approve the Interlocal Agreement between McAllen Public Utility and City of Alton. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

c) **Consideration and Approval of the NWWTP SCADA and Electrical Improvements Project Change Order No. 3 (Final).**

Mr. Marco Ramirez, P.E., Utility Engineer, presented consideration and approval of a Final Change Order for the North Wastewater Treatment Plant SCADA and Electrical Improvements.

Mr. Ramirez explained that on August 13, 2009, the McAllen Public Utility Board approved award of contract to D&F Industries, Inc., as the apparent responsive bidder for the Texas Water Development Board (TWDB) funded project. The amount of the original contract was \$2,414,550.00.

He added that the contractor has completed the project and has submitted Final Change Order No. 3 for conciliation quantities in the amount of (\$47,364.00).

Staff recommended approval of Change Order No. 3 (Final) in the deduct amount of (\$47,364.00) and a Final Contract amount of \$2,052,186.00. Mr. Ramirez added that the recommendation is contingent upon TWDB review and approval of Project Close-out Documentation.

Trustee Cardenas moved to approve the Final Change Order for the North Wastewater Treatment Plant SCADA and Electrical Improvements. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

3. UTILITY LAYOUTS:

a) Discussion and Approval of CAP Nolana Storage LLC Subdivision

Rafael Balderas, EIT, presented a property located on the west side of 29th Street and approximately 250 feet north of Nolana Avenue. It is located within the McAllen City Limits and is being proposed as C-3 commercial. The tract consists of 2.21 acres and will be a single lot for a storage facility.

He added that the subdivision application was originally filed with the City on January 12, 2022 and has received preliminary P&Z approval on February 1, 2022. The information required from the developer's engineer for this agenda was received on April 13, 2022.

Staff recommended MPUB approval of the subdivision application and septic tank variance as proposed subject to the following: 1.) Dedication of a utility easement, possibly along the perimeter of the property, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Payment of a Sewer Line Reimbursement to the MPU in the amount of \$2,887.35 for the Nolana Diversion Sewer Project; and 4.) Payment of a Waterline Reimbursement to MPU in the amount of \$1,704.78 for the MISD No. 9 Waterline Project.

Trustee Cardenas moved to approve the subdivision. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

b) Discussion and Approval of Taylor View Subdivision

Rafael Balderas, EIT, presented a property located on the east side of Taylor Road and approximately 300 feet north of Pecan Boulevard. It is located within the McAllen City Limits and is being proposed as R-1 residential. The tract consists of 5.0 acres and will be 22 lots for single family homes.

The subdivision application was originally filed with the City on February 14, 2018 and is planning to receive preliminary P&Z approval on November 3, 2020. The information required from the developer's engineer for this agenda was received on April 20, 2022.

Staff recommended MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a utility easement along the perimeter of the property; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Payment of a Waterline Reimbursement to the Developer of Taylor Com. Point in the amount of \$14,042.22 for the Taylor Com. Point Water Project.; 4.) Payment of a Sewer Line Reimbursement to the Developer of Taylor Com. Point in the amount of \$22,178.26 for the Taylor Com. Point Sewer Project; and 5.) Payment of an escrow for the off-site waterline that was part of the initial proposed layout.

Trustee Cardenas moved to approve the subdivision. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

c) Discussion and Approval of the Reimbursements being Assessed to the Bell's Farm Plaza Subdivision

Chairman Charles Amos stated for the record that he recused himself from Item 3c.

Rafael Balderas, EIT, presented a property located on the west side of Ware Road, and approximately 300 feet south of Business 83. It is located within the McAllen City Limits and is being proposed as C-3 commercial. The tract consists of 3.335 acres and will be two lots for commercial use.

Mr. Balderas explained the developer is requesting the MPU Board reconsider the assessed reimbursement. The property is being replatted as a portion of the property was already subdivided under the name Bell Subdivision (1.28 acres). The subdivision was recorded

back in 1990, in which payment of a waterline reimbursement was paid in the amount of \$950 and the Board granted a septic tank variance with execution of a contractual agreement.

He added years later, development happened in the area with Marleen's Centre Subdivision which was recorded in 1998. Marleen's installed a sewer line and established a reimbursement contract in 2004. With the installation of the main sewer line, Bell Subdivision received a sewer service and was not assessed the Marleen's Centre sewer reimbursement as the property was already subdivided and followed City Ordinance with a connection needed if within 100 feet of a sewer line.

Mr. Balderas further added that Marleen's Centre Sewer Reimbursement, as per the reimbursement policy, should be assessed for 15 years unless an extension is requested from the developer. The property now, also falls within the Bentsen Road Water and Sewer reimbursements, which were established in 2009.

Assuming Marleen's Centre reimbursement was expired, staff assessed the Bentsen Road Waterline Reimbursement in the amount of \$1,104.66 and the Bentsen Road Sewer Line Reimbursement in the amount of \$7,677.47 when Bell's Farm Plaza Subdivision was recently presented to the Board.

Given the request, staff recommended the following options:

1. MPU asses only the acreage that was added for the re-plat (2.055 acres) with the Bentsen Road Waterline Reimbursement (\$680.68) and Marleen's Centre Sewer Reimbursement (\$1,332.43), should it be extended.
2. MPU asses only the acreage that was added for the re-plat (2.055 acres) with the Bentsen Road Waterline Reimbursement (\$680.68) and Bentsen Road Sewer Line Reimbursement (\$4,730.79) due to the expiration of the Marleen's Center Sewer Reimbursement.
3. MPU asses the acreage that was added for the re-plat (2.055 acres) for the water reimbursement only. Bentsen Road Waterline Reimbursement (\$680.68) and total acreage for the sewer, with Marleen's Centre Sewer Reimbursement (\$2,162.36), should it be extended.
4. MPU asses the acreage that was added for the re-plat (2.055 acres) for the water reimbursement only. Bentsen Road Waterline Reimbursement (\$680.68) and total acreage for the sewer, with Bentsen Road Sewer Reimbursement (\$7,677.47), due to the expiration of the Marleen's Centre Sewer Reimbursement.

When asked which option staff recommended, Staff expressed that Option #3 was their recommendation.

Trustee Cardenas moved to approve Staff's recommendation of Option #3. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

d) Discussion and Approval of Extension Request for Existing Final Reimbursement Certificates

Erika Gomez, EIT, presented an extension request for final reimbursement certificates.

Mrs. Gomez explained the McAllen Public Utility Board approved the Fourth amended MPU Utility Reimbursement Policy on February 2nd, 2017. The approved amended Reimbursement Policy allows for developers to request an extension of an additional 5-year term after the final reimbursement certificate has completed the 15-year term.

She added that this time, three (3) subdivisions have filed an extension request for their Final Reimbursement Certificate.

Staff recommended approval of the Final Reimbursement Certificate 5-year extension for Almon Estates, El Pacifico Estates and Marleens Centre Subdivisions.

Trustee Cardenas moved to approve the extension request for existing final reimbursement certificates. Vice-Chairman Williams seconded the motion. The motion carried unanimously by those present.

4. FUTURE AGENDA ITEMS

Mr. Marco A. Vega, P.E., General Manager, asked the MPUB to advise him or staff of any future items that they wished to discuss.

ADJOURNMENT

There being no other business to come before the Board, the meeting was unanimously adjourned at 5:08 p.m.

Charles Amos, Chairman

Attest:

Nyla L. Flatau, TRMC/CMC
Utility Board Secretary



AGENDA ITEM 2.a.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. Agenda Item: Consideration and Approval of Award of Contract for The South Wastewater Treatment Plant Headworks Screens.

2. Party Making Request:
Marco Ramirez, Utility Engineer P.E.

3. Nature of Request: Consideration and Approval of Award of Contract for The South Wastewater Treatment Plant Headworks Screens.

4. Budgeted: Yes

Bid Amount:	<u>\$279,000</u>	Budgeted Amount:	<u>\$350,000</u>
Under Budget:	<u>\$71,000</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$71,000</u>

5. Reimbursement:

6. Routing:
 Marco Ramirez Created/Initiated - 5/4/2022
 Gerardo Noriega Final Approval - 5/5/2022

7. Staff's Recommendation: Staff Recommends Approval of the purchase Contract for the South Wastewater Treatment Plant Headworks Screens.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

FROM: Marco Ramirez, P.E., Utility Engineer

DATE: May 2, 2022

SUBJECT: South Wastewater Treatment Plant – Headworks Screens Replacement

Consideration and Approval of Purchase Contract for two (2) New Headworks Screens for the South Wastewater Treatment Plant. The Screens at the SWWTP have significantly deteriorated over a 5-year period due to corrosion. Staff recently repaired parts of the screen frame to prevent total failure. The new screens will be made of 316 Stainless Steel to mitigate the corrosive environment and provide a longer service life of the equipment. Staff recommends sole source purchase from Huber Technology to replace the existing screens. Staff has received a quote from Huber Technology for **\$279,000.00** for two (2) new rake screens; delivery time is expected between 6 to 8 months.

Staff recommends Approval of purchase of two (2) new Headworks Screens for the South WWTP from Huber Technology for **\$279,000.00**.

Staff will be available for comments and questions at the MPUB meeting.

SCOPE OF SUPPLY



McAllen SWWTP, TX

Equipment:

HUBER Multi-Rake Bar Screen: RakeMax®

Represented by:

Environmental Improvements

Blake Roye

(713) 461-1111

blake@ei2hou.com

Regional Sales Director:

Johan van Ettekoven

(704) 677-3714

johan.vanEttekoven@hhusa.net

Project Number: 468620

Spec. Section(s): 0

Addenda: 0

Revision: 0

Date: 4/13/2022

Project Technical Data		
Quantity of Screens	2	
Channel Width	4.00	ft
Channel Depth	6.00	ft
Channel Invert to Operating Deck EL	6.00	ft
Equipment Environment	Indoor	
Peak Hourly Flow (PHF) per Screen	15.50	MGD
Average Daily Flow (ADF) per Screen	[-]	MGD
Downstream Water Level During PHF	40.00	in
Downstream Water Level During ADF	[-]	in
Maximum Upstream Water Level	46.00	in
Maximum Headloss During PHF*	6.00	in

Screen Details

Screen Model	RakeMax® 3520x975/6
Quantity	2
Clear Spacing Between Bars	1/4 in
Bar Profile	Teardrop; 8/5/60mm
Inclination from Horizontal	75°
Discharge Height Above Invert	10.33 ft
Approximate Weight	2640 lbs
Material	316L stainless steel construction; pickled and passivated in acid bath
Screening Bars	Teardrop 8/5/60; 316L stainless steel construction
Chains	316L links with ANSI-431 pins & polyamide rollers
Upper Sprocket & Bearing	316L stainless steel, split; greasable flange bearings
Lower Sprocket & Bearing	316L stainless steel, solid; silicon carbide slide bearings
Scraper	Polyethylene blade
Motor Data	BK40 1.5HP, VFD, C1D1, 480VAC, 3 phase, 60Hz, SF 1.0
Anchor Bolts	M12, 316L stainless steel
Local Control Station	1-hole LCS, NEMA7, Cast Aluminum - E-Stop per screen; Will retrofit existing LCS to include FOR
Level Control Device(s)	Reuse existing
Optional Adder(s)	No optional adders included

Screenings Treatment Details

Wash/Compactor Model	WAP® 2
Quantity	2
Max. Screenings Capacity	70 ft3/hr
Wash water demand	13 gpm
Wash water pressure	30-60 psi
Approximate weight (empty)	660 lbs
Body Material	316L stainless steel construction; pickled and passivated in acid bath
Screw Auger	Shafted; 316L stainless steel construction with stainless-backed nylon brush in wash & compaction zones
Drain	5mm perforations; latched and sealed with 3.5in NPT drain connection
Inlet Hopper	316L stainless steel construction; inspection hatch included
Discharge Pipe	Tapered, conical pipe flanged connection, endless bagger attachment
Motor Data	5.0HP, C1D1, 480VAC, 3 phase, 60Hz, SF 1.15 (auger)
Water Manifold	Mounted to body; 316L stainless steel construction with two (2) solenoid valves, brass-bodied, C1D1, 120VAC
Anchor Bolts	M12, 316L stainless steel
Local Control Station	No included
Hopper Level Device	Not included
Optional Adder(s)	No optional adders included

Controls (Retrofit of Existing Two Enclosures) - Quantity 2	
Power Supply: 480VAC-3PH-60HZ	
1 - Sub-Panel, 42"Hx30"W	
1 - Main Disconnect, Circuit Breaker,w/ Flange Disconnect	
1 - Variable Frequency Drive, Altivar 320, w/MSP Branch Circuit Protection	
[1.5HP - 480VAC Max, Screen]	
1 - Motor Starter, IEC, w/ Branch Circuit Protection	
[5HP - 480VAC Max, Press]	
1 - Surge Protection, 120VAC	
1 - Programmable Logic Controller, CompactLogix w/ Ethernet and Required IO (to match existing system)	
1 - 24VDC Power Supply	
1 - Panel Heater, with Thermostat	
1 - Lot, Circuit Breakers, 120VAC: [As Required]	
1 - Lot, Pilot Lights, Incandescent Type: [As Required]	
1 - Lot, Push Buttons: [As Required]	
1 - Lot, Selector Switches: [As Required]	
1 - Lot, Control Relays, Socket Type: [As Required]	
1 - Lot, Terminal Blocks: [As Required]	
1 - Lot, Intrinsically Safe Barrier: [Prox. Switches]	
1 - Lot, Dry Contacts: [As Required]	
1 - UL Label	

Freight and Startup Services	
1 trip(s), 5 day(s)	Startup services for installation inspection and startup supervision.
Freight to jobsite.	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Multi-Rake Bar Screen	RakeMax® 3520x975/6	2	Included
HUBER Wash Press	WAP® 2	2	Included
HUBER Control Panel Retrofits		2	Included
Spare Parts			Not Included
Freight and Startup Services		1 trip(s), 5 day(s)	Included
TOTAL:			\$279,000.00

This proposal has been reviewed for accuracy and approved for issue by: CD

General Notes

- All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Screens and symbols used on the HMI are based on HUBER's standard unless otherwise noted. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- The Control Panel is based on the specification provided and inclusive to meet the requirements of a Vendor designed panel, whereas the components and the factory testing of the panel will meet HUBER's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panels designs unrelated to the equipment section, including special labeling, testing, or integration have not been included.
- HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to HUBER, whether HUBER is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.

6. HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. HUBER will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
7. HUBER's standard submittal documents, programming, testing procedure and O&M documentation are included.

Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated April 13, 2022.

Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for fourteen (14) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

Terms of Payment

10% upon delivery of submittals (net 30 days)
80% upon delivery of equipment (net 30 days)
10 % upon start-up of equipment (net 30 days)
No retainage will be withheld on this Project.

Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 24-30 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 316L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride < 400 mg/l
- Hydrogen sulfide H₂S ≤ 6 ppm

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

Warranty

LIMITED WARRANTY: HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

1. ENTIRE AGREEMENT/ORDERS.

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. PRICES.

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

4. RETAINAGE.

There shall be no retainage under this Agreement.

5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.



AGENDA ITEM 2.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. Agenda Item: Consideration and Approval of Award of Contract for the North Wastewater Treatment Plant Grit System Replacement.

2. Party Making Request:
Marco Ramirez, Utility Engineer P.E.

3. Nature of Request: Consideration and Approval of Award of Contract for the North Wastewater Treatment Plant Grit System Replacement.

4. Budgeted: Yes

Bid Amount:	<u>\$433,600</u>	Budgeted Amount:	<u>\$750,000</u>
Under Budget:	<u>\$320,000</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u>\$15,000</u>

5. Reimbursement:

6. Routing:
Marco Ramirez Created/Initiated - 5/4/2022
Gerardo Noriega Final Approval - 5/5/2022

7. Staff's Recommendation: Staff recommends Approval of the Award of Contract for the North Wastewater Treatment Plant Grit System Replacement.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

FROM: Marco Ramirez, P.E., Utility Engineer

DATE: May 2, 2022

SUBJECT: North Wastewater Treatment Plant – Grit System Replacement

Consideration and approval of Purchase Contract for Headworks Grit System components consisting of two (2) New Grit Snails for grit dewatering and the purchase of two (2) conversion kits for the SlurryCup grit washing units. The equipment is fully depreciated and requires upgrades and upsizing to handle the volume of grit collected and treated at the facility. Hydro International is the manufacturer of the complete grit treatment process equipment currently installed at the North Wastewater Treatment Plant which consists of the Headcell grit collector, SlurryCup grit washer, and Grit Snail for dewatering. Therefore, Staff recommends sole source purchase to replace two (2) Grit Snails and the purchase of two (2) SlurryCup conversion kits. Staff has received a quote from Hydro International for **\$433,600.00** for two (2) new Grit Dewatering Systems; delivery time is expected between 5 to 6 months.

Staff recommends Approval of purchase of two (2) new Grit Snail and two (2) SlurryCup conversion kits for the North WWTP from Hydro International for **\$433,600.00**.

Staff will be available for comments and questions at the MPUB meeting.

May 3, 2022

Re: McAllen North WWTP
Hydro/Eutek SlurryCup to OpTeaCup conversion kit

Hydro International is pleased to present our quote for an OpTeaCup conversion kit, designed to update your existing SlurryCup units to OpTeaCup grit washing/concentrating units. The kit will include everything required to convert the units to the new OpTeaCup style units. Underflow piping between the new OpTeaCup and the existing GritSnail are not included in this quotation.

Pricing / Leadtime

OpTeaCup Bottom (316 SS): \$13,800 each

Leadtime: 16-18 weeks ARO

Prices are Ex-works. Price does not include taxes, freight, or any startup.

We appreciate your consideration and look forward to the opportunity to work with you on this project. Please feel free to contact us with any questions.

Regards,

A handwritten signature in blue ink that reads "Eric Tobin".

Eric Tobin

Regional Sales Manager
Hydro International
801-318-2236
etobin@hydro-int.com



Budget Pricing

Project Name: McAllen, TX North GS Upgrade Date Prepared: 3/21/2022
Project Number: 22_11_0113 B Validity: 30 days from issue.

Equipment	Quantity	Price
Grit Dewatering		
GS1860 Grit Snail [®] : 316 Stainless Steel, up to 3.0 yd ³ /hr, 18" Belt, 60" Clarifier	1	
Complete with drive unit, valves	1	
Start Up		
One (1) factory representative for one (1) trips for a total of two (2) days	1	
Freight	1	
Total Proposal Budget Price:		<u>\$203,000.00</u>

Terms & Conditions: As defined by Hydro International standard Terms & Conditions.

After expiration of validity Hydro International reserves the right to adjust pricing to account for any significant increases in material costs.



AGENDA ITEM 2.c.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/05/2022

MEETING DATE 5/10/2022

1. Agenda Item: Consideration and Approval of Memorandum of Understanding between McAllen Sewer Extension, LLC and McAllen Public Utility

2. Party Making Request:
Carlos Gonzalez, Development and Special Projects Engineer

3. Nature of Request: Consideration and Approval of Memorandum of Understanding between McAllen Sewer Extension, LLC and McAllen Public Utility

4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. Reimbursement:

6. Routing:
Carlos Gonzalez Created/Initiated - 5/5/2022

7. Staff's Recommendation: Consideration and Approval of Memorandum of Understanding between McAllen Sewer Extension, LLC and McAllen Public Utility as summarized in accompanying staff recommendation memo.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

FROM: Carlos Gonzalez, P.E., Utility Engineer
Rafael Balderas, E.I.T., Asst. to the Utility Engineer

DATE: May 4, 2022

SUBJECT: **MOU – McAllen Public Utility and MSE, LLC**

On February 28, 2022, staff conducted a Workshop Presentation to discuss a number of prospective developments in North-west McAllen in the vicinity of Mile 6 Road. The presentation included a concept sewer plan that would serve a specific area. The workshop served to inform Board of intent of a group of developers to develop a multi-party agreement that would be responsible for necessary sewer infrastructure installation to serve a specific area.

During a subsequent MPUB Meeting on February 15, 2022, Board approved the concept of the development of an MOU that would serve to dictate terms and responsibilities for private party installation of sewerline improvements.

The group of developers have proceeded to create a Limited Liability Corporation named McAllen Sewer Extension LLC (MSE). A draft MOU has been prepared by MSE and is attached for review and formal consideration by MPUB.

The MOU has been reviewed by Staff and City of McAllen Legal Department.

Staff recommends consideration and approval of subject MOU. Both Staff and MSE representatives will be available for comments and questions at meeting.

McAllen Sewer Extension, LLC
Memorandum of Understanding
with
McAllen Public Utility

April 29, 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the **MCALLEN SEWER EXTENSION, LLC**, (“MSE”) a Texas limited liability company, and McAllen Public Utilities (“MPU”);

WHEREAS, MSE is the common entity whose members are composed of owners and developers of real property within the common development area (the “Development Area”), including the following real property, which Development Area is more accurately depicted in the attached map, as Exhibit A:

1. **NEMONT ESTATES 1** Subdivision located on the north east corner of Bryan Road and Mile 6, consisting of 27.0 acres within the McAllen city limits, owned by OAK VALLEY 1, LP;
2. **STEWART VALLEY** Subdivision located on the east side of Stewart Road approximately 1,300 feet north of Mile 6, consisting of 11.44 acres within the McAllen city limits, owned by BETTERRA DEVELOPMENTS, LLC;
3. **MISSION VILLAGE** Subdivision located on the east side of Bryan Road and approximately 1,300 feet north of Mile 6, consisting of 22.75 acres within the McAllen city limits, owned by ALDAPE DEVELOPMENT, LLC; and
4. **BRYAN VILLAGE** Subdivision located on the north west corner of Bryan Road and Mile 6, consisting of 9.38 acres within the McAllen city limits, owned by BRYAN VILLAGE, LLC.

WHEREAS, the each aforementioned owners shall empower the MSE to act in their interests, regarding the proposed sewer extension project (the “Extension Project”);

WHEREAS, the MSE shall enter into an operating agreement that defines each individual owner/member’s obligations for the Extension Project;

WHEREAS, the General Scope of Utility Improvements for the Extension Project is further illustrated in the attached Exhibit B;

WHEREAS, the Planned Ultimate Service Area for the Extension Project is depicted in the attached Exhibit C;

WHEREAS, the MSE’s membership and respective pro rata interests shall be as reflected in attached Exhibit D;

IT IS THEREFORE AGREED THAT:

I. MCALLEN SEWER EXTENSION, LLC’S RESPONSIBILITIES

1. MSE agrees to provide and install the proposed off-site sewer system and lift station according to MPU’s standards.
2. MSE agrees to procure and record any off-site utility easements, as needed for the off-site Sewer system.

3. MSE agrees to provide and install the sewer system, including required subdivision crossings, with a lift station located at STEWART VALLEY SUBDIVISION, as needed and according to MPU's standards.
4. MSE reserves the option to make application to MPU (or its successor governing body) for a reimbursement certificate in accordance with either MPU's Reimbursement Policy or a Reimbursement Agreement agreed upon by MPU and MSE. **Nothing herein shall be construed as a waiver or prohibition by MSE or its individual owner/member constituents from seeking reimbursement from current and/or future beneficiaries of the Extension Project. MPU or its successor governing body shall determine any pro-rata reimbursement(s) due by current and future beneficiaries of the Extension Project to the MSE and/or its individual owners/members.**
5. MSE agrees to submit final documentation related to material and labor costs, along with affidavits of payment prior to reimbursement issuance.
6. MSE shall record the subdivision plat and/or record necessary easements and/or ROW's and submit requests for reimbursement prior to the expiration date of this Agreement. Failure to comply with this deadline may result in voiding of the MOU.
7. MSE shall be responsible for payment of all its incurred attorney's fees and expenses, in the proportion agreed to in its organizational documents or by resolution.
8. To the extent necessary to realize and complete the Extension Project, each affected owner/member of MSE shall grant any necessary easements at no cost to MSE, MPU, or any other required entity, for the service area reflected on Exhibit A, exemplars of which are attached hereto as Exhibits E-1 and E-2; however, any proposed modifications to Exhibit A must be agreed upon, in writing, by each affected owner/member of MSE prior to implementing any proposed modifications.
9. MSE shall be responsible for engineering costs related to the Extension Project.
10. All engineering designs and construction work related to the Extension Project shall be warranted and guaranteed by its respective purveyor.
11. MSE shall indemnify, defend, and hold harmless MPU from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by MSE or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement, provided MSE's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence or willful conduct of MPU. Furthermore, MSE shall not be liable for consequential or incidental damages arising out of tort or contract in the performance or nonperformance of its obligations under this Agreement. MSE expressly reserves any rights it be may afforded for the performance of work considered a governmental function.
12. Zachary L. Henson, in his capacity as Manager of BC US Management, LLC, by and

through McAllen Sewer Extension, LLC, shall be designated as the primary point of contact for the MSE, for purposes of this Agreement. Zachary L. Henson shall not be personally liable for consequential or incidental damages arising out of tort or contract in the performance or nonperformance of its obligations under this Agreement.

13. MSE will furnish a proposed construction budget to MPU by not later than June 30, 2022, unless the parties agree otherwise, in writing.

II. MCALLEN PUBLIC UTILITY'S RESPONSIBILITIES

14. MPU shall issue a mutually agreed upon Reimbursement Certificate or a Reimbursement Agreement to MSE upon receipt of the application and all required information, in accordance with the MPU's Reimbursement Policy.
15. MPU will review Construction Plans and Specifications and issue a Notice to Proceed prior to start of construction.
16. MPU and/or City of McAllen will perform periodic inspection of infrastructure at various stages of construction, at its own expense.
17. Mark A. Vega shall be designated as the primary point of contact for the MOU, for purposes of this Agreement.
18. MPU or its successor shall be responsible for assessing and collecting said reimbursement(s) for the benefit of the MSE and/or its Developer constituents, based on the agreed upon Reimbursement Certificate and providing said reimbursement to MSE and/or its Developer constituents within a timely manner.
19. MPU shall cause to MSE to be reimbursed not less than 100% of MSE's actual costs related to the Extension Project.

III. GENERAL PROVISIONS

20. This MOU comprises the entire understanding between the Parties concerning the subject of this MOU. No modification, alteration or amendments of this MOU will be effective without consent in writing and signed by an authorized representative of the Parties.
21. This MOU is not intended to constitute, create, give effect to, or otherwise form a joint venture or other business entity of any kind. For purposes of this MOU, the Parties are to be considered as independent contractors and not agents and employees of the other party.
22. This MOU may not be assigned or transferred without the written consent of the other party.
23. Future connections to the Extension Project by non-MSE members/owners within the

City of McAllen Approved Service Area for the Extension Project shall reimburse MSE at the same cost paid by MSE members/owners, plus a 20% administration fee assessed by MPU.

24. This agreement shall expire on _____.

APPROVED AND AGREED to this _____ day of March, 2022.

MCALLEN PUBLIC UTILITY

**MCALLEN SEWER EXTENSION, LLC
BY: BC US MANAGEMENT, LLC, its
Manager**

Mark A. Vega, P.E., General Manager

Zachary L. Henson, Manager

Attest:

Nyla L. Flatau, Board Secretary

Approved as to form only:

Evaristo Garcia, Jr., Assistant City Attorney



SCALE: 1" = 500'

EXHIBIT "A"

McALLEN SEWER EXTENSION, LLC DEVELOPMENT AREA

COST PRO-RATA SHARE DISTRIBUTION

TRACT ID	ACREAGE	%	OWNER INFO
F	9.30 AC.	13.23%	Bryan Village LLC (Doc. 3283874)
H	22.75 AC.	32.37 %	Aldape Development LLC (Doc. 3294791)
I	27.00 AC.	38.42 %	Oak Valley 1 LP (Doc. 3284995)
K	11.23 AC.	15.98%	Beterra Developments LLC (Doc. 3230427)
TOTAL:	70.28 AC.	100 %	

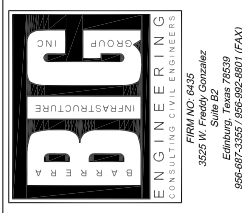
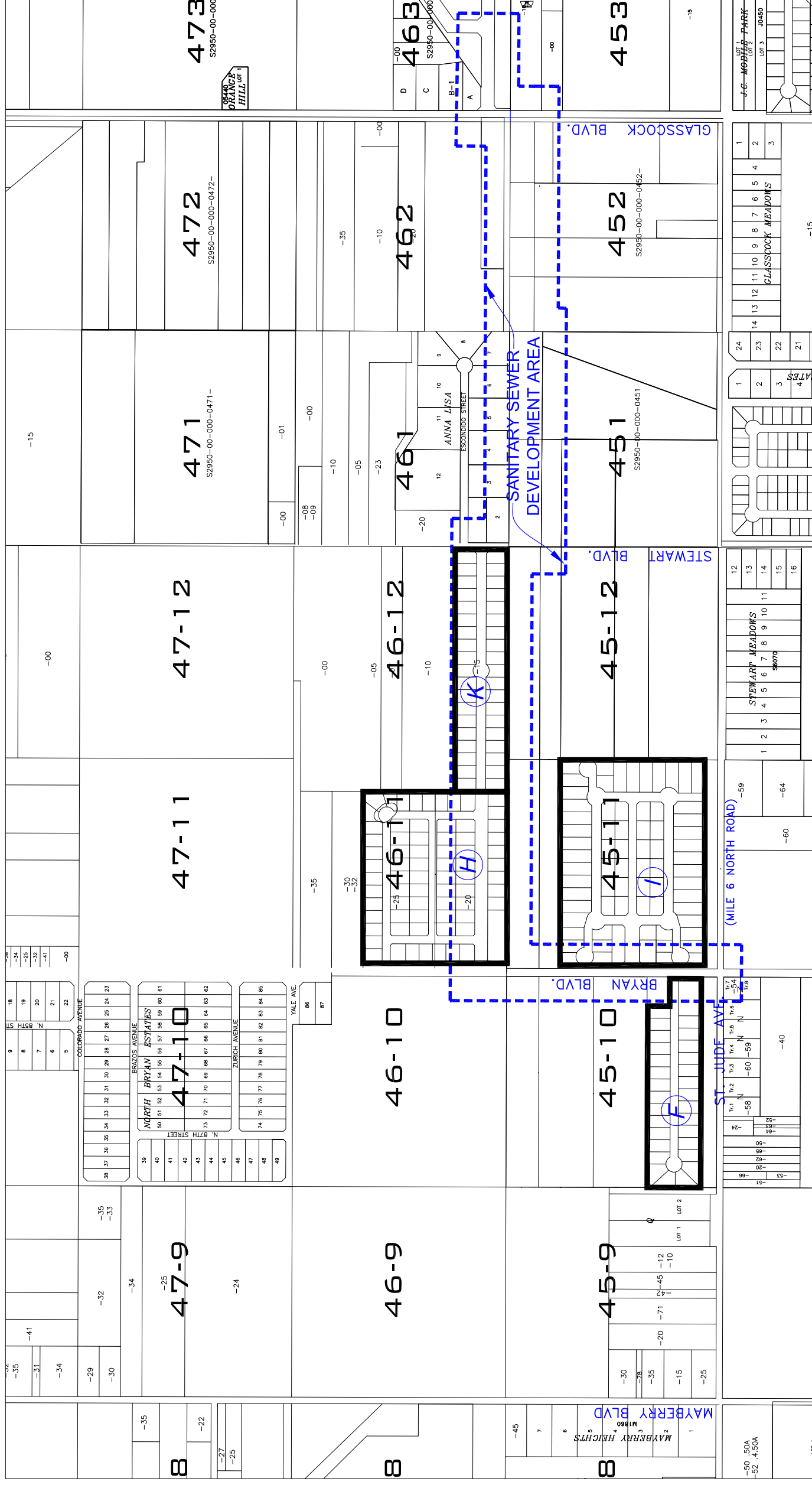


EXHIBIT B
MCALLEN SEWER EXTENSION, LLC
GENERAL SCOPE OF UTILITY IMPROVEMENTS

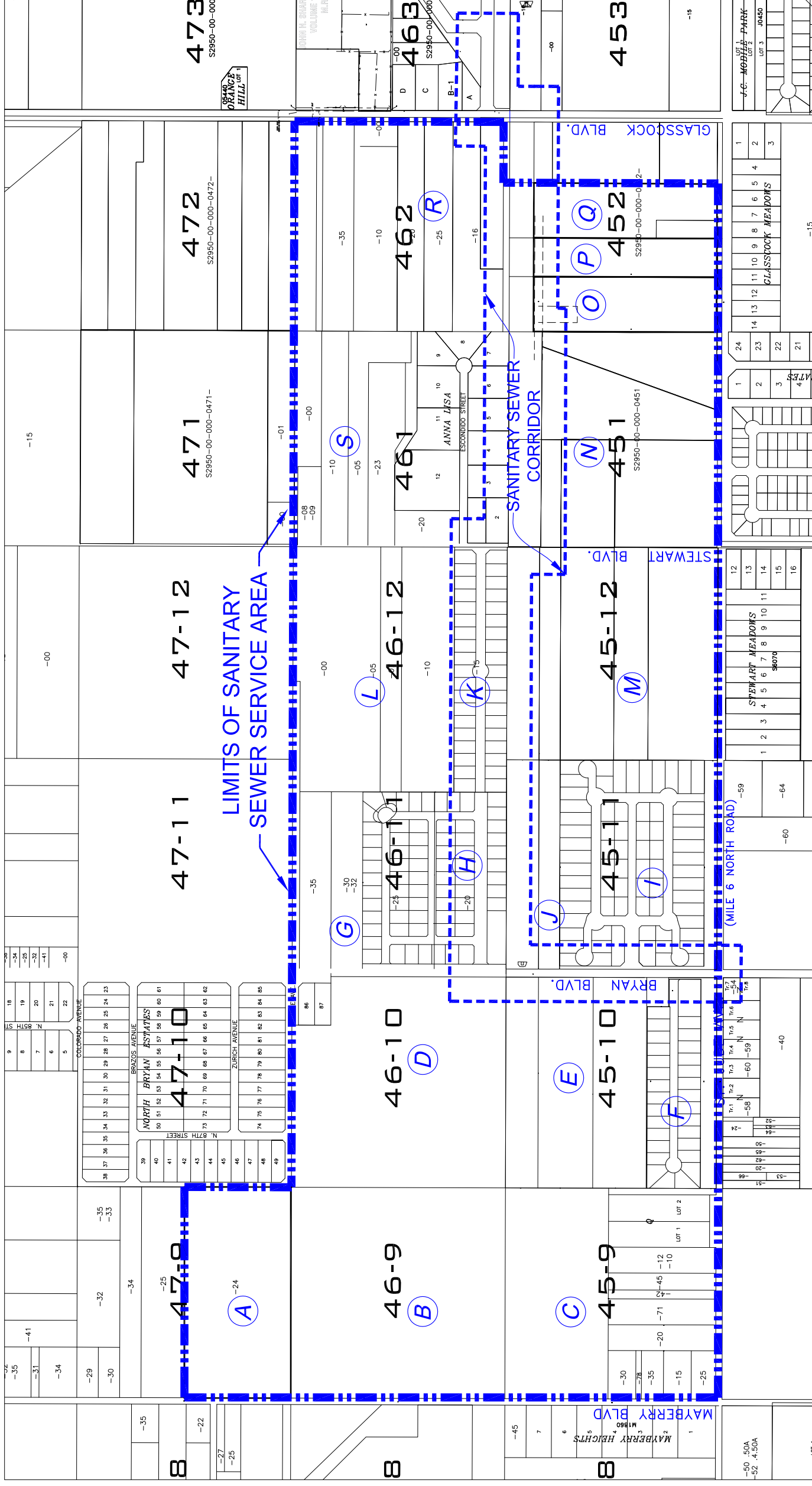
McAllen Sewer Extension, LLC, whose entity is described in the Memorandum of Understanding, seeks to develop and provide sanitary sewer service in the corridor as described in Exhibit A. The scope of this work includes the design and construction of approximately 3,900 linear feet of gravity sanitary sewer line, a lift station, and the construction of approximately 3,100 linear feet of force main, including manholes and other appurtenances. All engineering design, specifications and workmanship will be in accordance with the guidance and acceptance of the McAllen Public Utilities Department.

The gravity line is proposed to begin approximately 275 feet north of Mile 6 North Road within the eastern portion of North Bryan Road. The Gravity line will proceed approximately 1,200 feet north, along the eastern portion of North Bryan Road. From this point, the gravity line will proceed east, approximately 2,570 feet through private subdivision where it will outfall into a lift station located within a private subdivision. From this location, a force main will proceed east, approximately 2,700 linear feet through easements acquired from the Hidalgo County Drainage District No. 1 and United Irrigation District, ultimately discharging into an existing McAllen Public Utility manhole located adjacent to the Sharyland ISD Pioneer High School.



SCALE: 1"=500'

EXHIBIT "C" McAlLEN SEWER EXTENSION LLC "PLANNED ULTIMATE SERVICE AREA" (429.3 DEVELOPMENT ACRES TOTAL)



ACREAGE DISTRIBUTION	
TRACT ID	ACREAGE
A	20.00 AC.
B	40.00 AC.
C	40.00 AC.
D	38.73 AC.
E	21.50 AC.
F	9.30 AC.
G	10.00 AC.
H	22.75 AC.
I	27.00 AC.
J	3.90 AC.
K	11.23 AC.
L	33.75 AC.
M	33.10 AC.
N	32.90 AC.
O	10.00 AC.
P	7.02 AC.
Q	10.00 AC.
R	38.12 AC.
S	20.00 AC.
TOTAL:	429.30 AC.

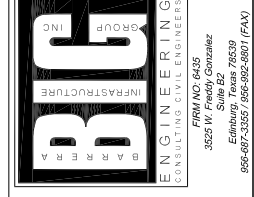


Exhibit D

Alliance % Participation		
Name	Ac.	%
Bryan Village	9.38	13.3%
Mission Village	22.75	32.2%
Oak Valley	27.00	38.3%
Stewart Valley	11.44	16.2%
Tot.	70.57	100.0%

Exhibit E-1

UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS THAT, ALDAPE DEVELOPMENT, LLC, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar (\$1.00) in hand paid by the City of McAllen, Hidalgo County, Texas, by these presents do Grant Bargain, Sell and Convey unto the said City of McAllen, Hidalgo County, Texas, a non-exclusive permanent easement in, over and across the following property of the Grantor:

**A 0.25 Acre Tract of land, being the North 10.00 feet out of the South 142.50 feet out of Lot 5, Resubdivision of Lots 46-11 & 46-12, West Addition to Sharyland, as per map recorded in Volume 15, Page 40, Map Records of Hidalgo County, Texas.
(See Map Exhibit "A" Attached)**

TO HAVE AND TO HOLD, the same perpetually unto the CITY OF McALLEN, County of Hidalgo, State of Texas, and its assigns, together with the right of ingress for the purpose of constructing, reconstructing, repairing, inspecting and maintaining only the following: municipal sanitary sewer lines with the right of the CITY OF McALLEN to permit the laying, constructing, reconstructing, repairing, inspecting, and maintaining of only city utilities.

WITNESS my hand, this the _____ day of _____, 20__.

Signature
JAVIER ALDAPE MALDONADO for
ALDAPE DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JAVIER ALDAPE MALDONADO, known to me to the person(s) whose name is/are subscribed for the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

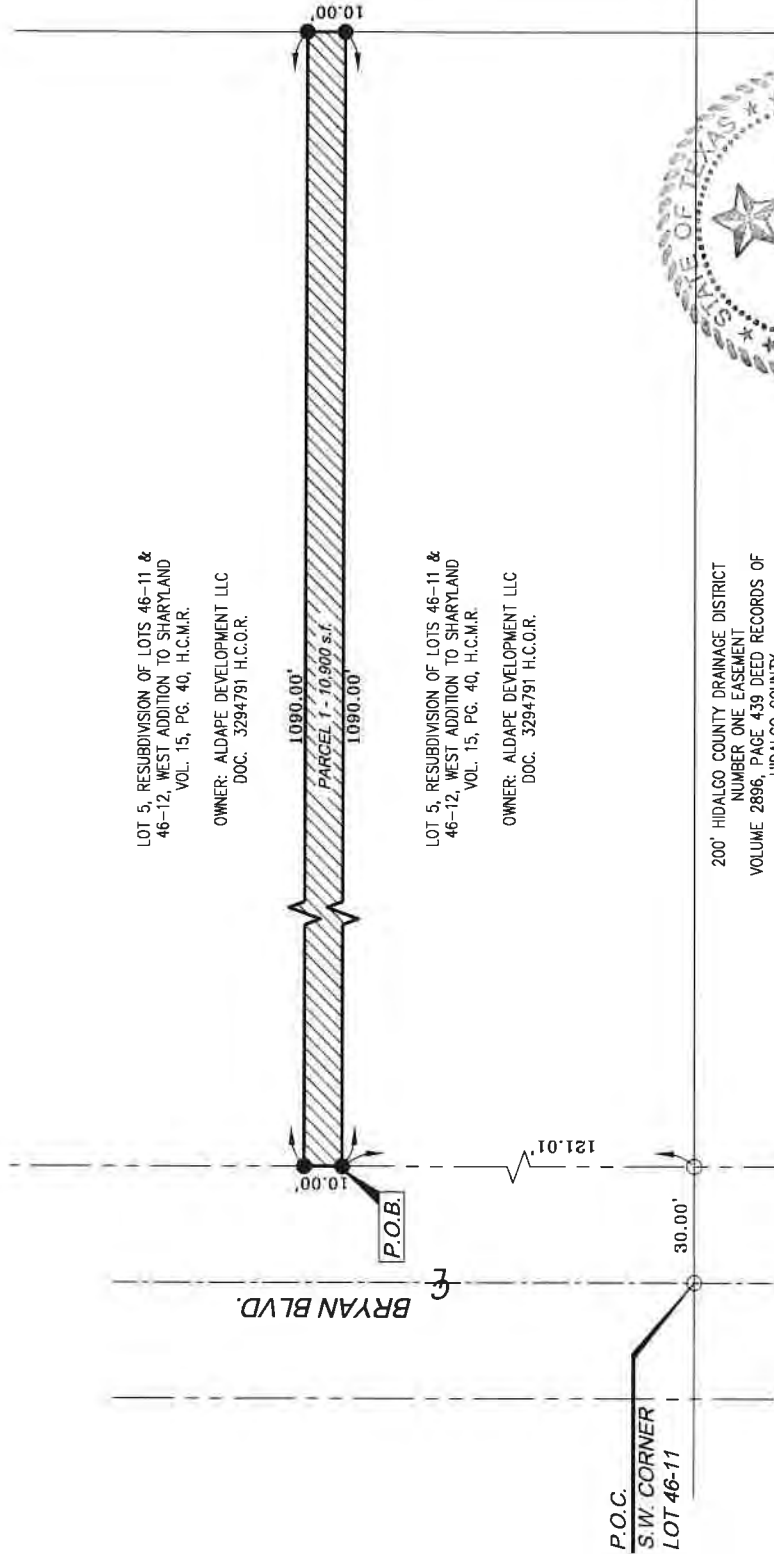
Notary Public in and for the State of Texas

10' UTILITY EASEMENT EXHIBIT E-1

A 0.25 ACRE TRACT OF LAND, BEING THE NORTH 10.00 FEET OUT OF THE SOUTH 142.50 FEET OUT OF LOT 5, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND, AS PER MAP RECORDED IN VOLUME 15, PAGE 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

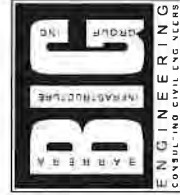


LOT 5, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: ALDAPE DEVELOPMENT LLC
DOC. 3294791 H.C.O.R.

LOT 5, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: ALDAPE DEVELOPMENT LLC
DOC. 3294791 H.C.O.R.

200' HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE EASEMENT
VOLUME 2896, PAGE 439 DEED RECORDS OF
HIDALGO COUNTY

LOT 4, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: BETERA DEVELOPMENTS LLC
DOC. 3230427 H.C.O.R.



3525 W. FREDDY GONZALEZ AVE
SUITE B2
EDINBURG, TEXAS 78539
956-687-3355
956-992-8801 (FAX)



Exhibit E-2

UTILITY EASEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS THAT, BETERRA DEVELOPMENTS, LLC, of the County of Hidalgo, State of Texas, for and in consideration of the sum of one dollar (\$1.00) in hand paid by the City of McAllen, Hidalgo County, Texas, by these presents do Grant Bargain, Sell and Convey unto the said City of McAllen, Hidalgo County, Texas, a non-exclusive permanent easement in, over and across the following property of the Grantor:

**A 0.345 Acre Tract of land, being the North 10.00 feet out of the South 142.50 feet out of Lot 4, Resubdivision of Lots 46-11 & 46-12, West Addition to Sharyland, as per map recorded in Volume 15, Page 40, Map Records of Hidalgo County, Texas.
(See Map Exhibit "A" Attached)**

TO HAVE AND TO HOLD, the same perpetually unto the CITY OF McALLEN, County of Hidalgo, State of Texas, and its assigns, together with the right of ingress for the purpose of constructing, reconstructing, repairing, inspecting and maintaining only the following: municipal sanitary sewer lines with the right of the CITY OF McALLEN to permit the laying, constructing, reconstructing, repairing, inspecting, and maintaining of only city utilities.

WITNESS my hand, this the _____ day of _____, 20__.

Signature
ANDRES TREVINO RUIZ, President
BETERRA DEVELOPMENTS, LLC

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

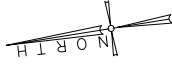
BEFORE ME, the undersigned authority, on this day personally appeared ANDRES TREVINO RUIZ, known tome to the person(s) whose name is/are subscribed for the foregoing instrument and acknowledged to me that he/they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

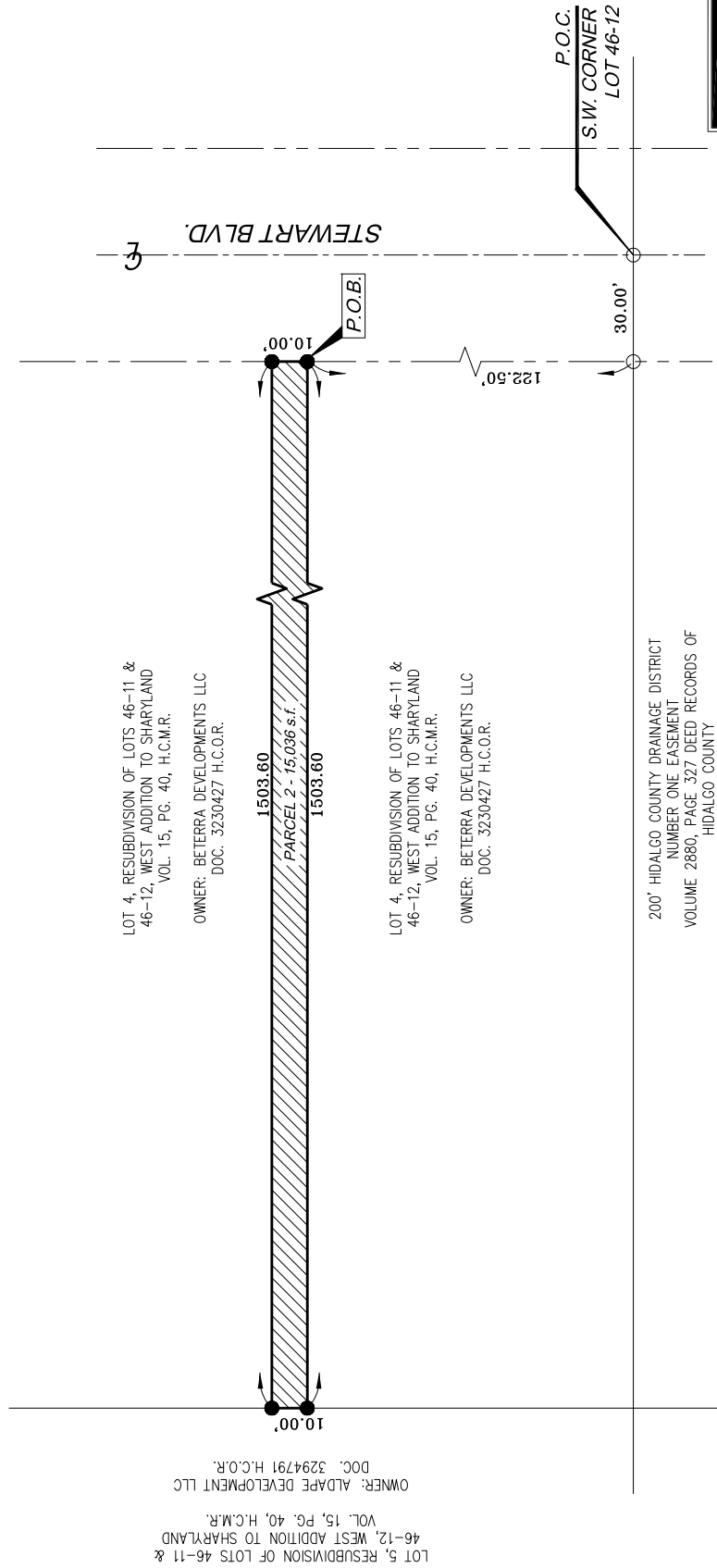
Notary Public in and for the State of Texas

10' UTILITY EASEMENT EXHIBIT E-2

A 0.345 ACRE TRACT OF LAND, BEING THE NORTH 10.00 FEET OUT OF THE SOUTH 142.50 FEET OUT OF LOT 4, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND, AS PER MAP RECORDED IN VOLUME 15, PAGE 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

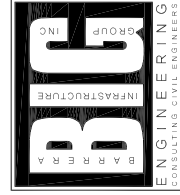


LOT 4, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: BETERRA DEVELOPMENTS LLC
DOC. 3230427 H.C.O.R.

LOT 4, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: BETERRA DEVELOPMENTS LLC
DOC. 3230427 H.C.O.R.

LOT 5, RESUBDIVISION OF LOTS 46-11 & 46-12, WEST ADDITION TO SHARYLAND
VOL. 15, PG. 40, H.C.M.R.
OWNER: ALDAPE DEVELOPMENT LLC
DOC. 3294791 H.C.O.R.

200' HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE EASEMENT
VOLUME 2880, PAGE 327 DEED RECORDS OF
HIDALGO COUNTY



3525 W. FREDDY GONZALEZ AVE
SUITE B2
EDINBURG, TEXAS 78539
956-687-3355
956-992-8601 (FAX)



AGENDA ITEM 2.d.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. Agenda Item: Consideration and Approval of Award of Professional Services Contract for Planning, Design and Construction Phase Inspection Services for an Elevated Reuse Water Storage Tower in North-west McAllen

2. Party Making Request:
Carlos Gonzalez, Development and Special Projects Engineer

3. Nature of Request: Consideration and Approval of Award of Professional Services Contract for Planning, Design and Construction Phase Inspection Services for an Elevated Reuse Water Storage Tower in North-west McAllen

4. Budgeted: Yes, Budget Reclass and/or Amendment forthcoming

Bid Amount:	<u>\$300,000</u>	Budgeted Amount:	<u>\$200,000</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$100,000</u>
		Amount Remaining:	<u>\$0.00</u>

5. Reimbursement:

6. Routing:
Carlos Gonzalez Created/Initiated - 5/4/2022
Gerardo Noriega Final Approval - 5/4/2022

7. Staff's Recommendation: Approval of Award of Professional Services Contract as summarized in accompanying staff memorandum

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager

J.J. Rodriguez, Asst. General Manager

FROM: Carlos Gonzalez, P.E., Utility Engineer

DATE: May 4, 2022

SUBJECT: Reuse Tower – Professional Services Award; RFQ Project # 11-18-S05-469

On April 28,2020, MPUB approved a staff recommendation to assign various consulting engineering firms a list of upcoming projects. The pool of engineers was from RFQ Solicitation # 11-18-S05-469. One of the assignments went to Garcia Infrastructure Consultants (GIC) out of San Antonio Texas. Javier Garcia, P.E. serves as the Principal and owner of this company. With the recent Grant award offer from the Bureau of Reclamation, staff is ready to proceed with commencing design phase services for this project.

Staff has received a proposed Scope of Service and corresponding cost proposal from GIC. A copy of complete Scope of Service is attached. GIC has proposed a cost proposal of \$300,000 that would include Planning, Design Phase, Bid Phase and Construction Phase Consulting Services.

Staff recommends award of Professional Services Contract as proposed. Note that our current FY Budget has an amount of \$200,000 assigned to this project, thus Staff may propose a Budget Re-classification and/or a budget amendment prior to the end of current Fiscal Year.

**CONTRACT AGREEMENT
FOR
ENGINEERING/PROFESSIONAL SERVICES**

STATE OF TEXAS
COUNTY OF HIDALGO

PART I. PARTIES AND PROJECT

THIS AGREEMENT is made on the day of , in the year , between the MCALLEN PUBLIC UTILITY, hereinafter called the **OWNER** and , hereinafter called the **ENGINEER** for the

In Hidalgo County, TX, hereinafter called the **PROJECT**.

PART II. ENGINEERING FEES

The maximum amount payable under this Agreement without modification is \$. The basis of cost is identified in **EXHIBIT "D" Contract Rates and Cost Proposal**, attached hereto.

PART III. TERM OF AGREEMENT

This Agreement shall be in effect until the close of business of .

PART IV. NOTICES

Reports and notices shall be made by **ENGINEER** to **OWNER**'s representative:

McAllen Public Utility
Attention: **Mark Vega, PE**
P.O. Box 220
McAllen, Texas 78505-0220

PART V. TERMS AND CONDITIONS

ARTICLE 1. - ENGINEER'S SERVICES

1.1 Basic Services

The work to be furnished by the **ENGINEER** under this Agreement shall consist of engineering services to be developed in accordance with the Texas Commission on Environmental Quality (TCEQ) design standards and in a format acceptable to TCEQ, the **OWNER**, and/or other reviewing agencies.

The **ENGINEER** agrees to perform professional services in connection with the **PROJECT**, including normal civil engineering services related thereto, as set forth below and contained within this Agreement. Specifically, the **OWNER** will furnish items and perform those services for fulfillment of the Agreement as identified in **EXHIBIT A "Further Description of Engineering Services and Related Matters: Services to be Provided by the OWNER"**, attached hereto and made a part of this Agreement. The **ENGINEER** shall render professional services necessary for the development of the **PROJECT** as identified in **EXHIBIT B "Scope of Services, Services to be Provided by the ENGINEER"**, attached hereto and made a part of this Agreement. The **ENGINEER** shall perform all work in accordance with the outline identified in **EXHIBIT C "Work Schedule"**, attached hereto and made a part of this Agreement.

1.2 Study and Report Phase

After written authorization to proceed with the Study and Report Phase, **ENGINEER** shall provide the following:

The specific duties and responsibilities of **ENGINEER** during the Study and Report Phase are as indicated in **EXHIBIT B “Scope of Services, : Services to be Provided by the ENGINEER”**.

1.3 Design Phase

After written authorization to proceed with the Design Phase, **ENGINEER** shall:

1.3.1 In consultation with **OWNER**, review the extent of the **PROJECT** as identified in 1.3.7.

1.3.2 Prepare for incorporation in the construction contract documents final drawings (hereinafter called "Drawings and Specifications") to show the character and extent of the **PROJECT**.

1.3.3 Furnish to **OWNER** such documents and design data as may be required for, and assist in the preparation of, the required documents so that **OWNER** may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the **PROJECT**, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.4 Advise **OWNER** of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.5 Prepare for review and approval by **OWNER**, his legal counsel and other advisors construction contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.6 Furnish ten (10) copies of the above documents and present and review them in person with **OWNER**.

1.3.7 The specific duties and responsibilities of **ENGINEER** during the Design Phase are amended and supplemented as indicated in **EXHIBIT B “Scope of Services, : Services to be Provided by the ENGINEER”**.

1.4 Bidding or Negotiating Phase

After written authorization to proceed with the Bidding or Negotiating Phase, **ENGINEER** shall:

1.4.1 Distribute complementary set of plans and specifications to plan review rooms as designated by **OWNER**.

1.4.2 Conduct a pre-bid conference, inviting all prospective bidders and prospective subcontractors to discuss all aspects and requirements to the proposed work.

1.4.3 Issue all addenda which do not affect the scope of the proposed **PROJECT**. Obtain **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 Assist the **OWNER** in obtaining bids and prepare tabulations of bids received; submit five (5) copies of the bid tabulation and the **ENGINEER**'S recommendation for the award of contract to the **OWNER**.

1.4.5 Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.6 Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.7 The duties and responsibilities of **ENGINEER** during the Bidding or Negotiating Phase are amended and supplemented as indicated in **EXHIBIT B “Scope of Services, Services to be Provided by the ENGINEER”**.

1.5 Construction Phase

During the Construction Phase, **ENGINEER** shall:

1.5.1 Perform the duties and discharge the responsibilities stated in **PROJECT** specifications after receiving written authorization to proceed with construction. The extent and limitations of the duties, responsibilities and authority of **ENGINEER** as assigned in **PROJECT** specifications shall not be modified, except to the extent provided in **EXHIBIT B “Scope of Services, : Services to be Provided by the ENGINEER”**, and except as **ENGINEER** may otherwise agree in writing. All of **OWNER**'s instructions to Contractor(s) will be issued through **ENGINEER** who will have authority to act on behalf of **OWNER** to the extent provided in said Standard General Conditions of the construction contract documents except as otherwise provided in writing.

1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in accordance with the construction contract documents (hereinafter referred to as “Contract Documents”). During such visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, and shall notify **OWNER** of defects and deficiencies and may disapprove or reject work failing to conform to the Contract Documents.

1.5.3 Review and approve or take other appropriate action in respect of shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the Contract Documents.

1.5.4 Issue all instructions of **OWNER** to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders (**for errors or omissions only**) 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 the acceptability of the work or the interpretation of the Contract Documents pertaining to the execution and progress of the work.

1.5.5 Based on **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, that, to the best of **ENGINEER**'s knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning **PROJECT** upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his

recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, techniques or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price.

1.5.6 Conduct an inspection to determine if the **PROJECT** is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), by any such recommendation and notice shall be subject to the limitations expressed in Paragraph 1.5.5.

1.5.7 Revise contract drawings to record as-built conditions, with the assistance of the Contractor and **OWNER**. Provide **OWNER** with one (1) set of record drawings on mylar film, two (2) sets on blue line or equivalent, and one (1) set in electronic format.

1.5.8 **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.5.1 through 1.5.8, inclusive, shall be construed to release **ENGINEER** from liability for failure to properly perform duties undertaken by him in the Contract Documents.

1.5.9 The duties and responsibilities of **ENGINEER** during the Construction Phase are amended and supplemented as indicated in **Exhibit B "Scope of Services, : Services to be Provided by the ENGINEER"**.

1.6 Period of Service

1.6.1 The provisions of Article 1 and the various rates of compensation for the **ENGINEER**'s services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion of the Construction Phase. **ENGINEER**'s obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the **PROJECT** including extra work and required extensions thereto.

1.6.2 If **OWNER** has requested significant modifications or changes in the extent of the **PROJECT**, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.

ARTICLE 2. - ADDITIONAL OR SPECIAL SERVICES

2.1 If authorized in writing by **OWNER**, **ENGINEER** shall furnish or obtain Additional or Special Services of the following types which are not considered normal or customary Basic Services except to the extent provided otherwise in **EXHIBIT B "Scope of Services, : Services to be Provided by the ENGINEER"**; compensation to the **ENGINEER** shall be as provided in Article 4.

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.

2.1.2 Services resulting from significant changes in extent of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of

financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond **ENGINEER's** control.

2.1.3 Providing renderings or models for **OWNER's** use.

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

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by **OWNER**.

2.1.6 Furnishing the services of special consultants for other than the normal civil design.

2.1.7 For services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **OWNER** and administering **OWNER's** contracts for such services.

2.1.8 Services in connection with change orders to reflect changes requested by **OWNER** where such changes are outside the normal scope of this **PROJECT**.

2.1.9 Services during out-of-town travel required of **ENGINEER** other than visits to the site as required in Article 1.

2.1.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction; (2) a significant amount of defective or neglected work of Contractor(s) that could not have been reasonably prevented by **ENGINEER** or his representatives; (3) prolongation of the contract time of any prime contract by more than sixty (60) days; (4) acceleration of the progress schedule involving services beyond normal working hours; and (5) default of Contractor(s).

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

2.1.12 Additional services in connection with the **PROJECT**, including services normally furnished by **OWNER** and services not otherwise provided for in the Agreement.

2.2 Resident Services During Construction

2.2.1 If requested by **OWNER** or recommended by **ENGINEER** and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by **ENGINEER** in order to assist **ENGINEER** in observing performance of the work of Contractor(s). Such services will be paid for by **OWNER** as indicated in Paragraph 4.1.2.3.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in **EXHIBIT B "Scope of Services, : Services to be Provided by the ENGINEER"**, or if modified or amended is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project representation will not make **ENGINEER** responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract

Documents.

2.2.4 If **OWNER** designates another person to represent **OWNER** at the **PROJECT** Site who is not **ENGINEER**'s agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of **ENGINEER** under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

ARTICLE 3. - OWNER's RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to **OWNER**'s requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which **OWNER** will require to be included in the Drawings and Specifications.

3.2 Assist **ENGINEER** by placing at his disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.

3.3 Furnish to **ENGINEER**, as required for performance of **ENGINEER**'s Basic Services (except to the extent provided otherwise in **EXHIBIT B "Scope of Services, : Services to be Provided by the ENGINEER"**), data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way; property descriptions; zoning, deed and other land use restriction; and additional & special services not covered in Article 2; all of which **ENGINEER** may rely upon in performing his services.

3.4 Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.

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

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

3.7 Designate in writing a person to act as **OWNER**'s representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER**'s policies and decisions with respect to materials, equipment, elements and systems pertinent to **ENGINEER**'s services; **OWNER**'s representative for the Project will be: **Mark Vega, PE**.

3.8 Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER**'s services, or any defect in the work of Contractor(s).

3.9 Furnish, or direct **ENGINEER** to provide necessary Additional or Special Services as stipulated in

Article 2 of this Agreement or other services as required.

3.10 Bear all costs incident to compliance with the requirements of this Article 3.

3.11 The duties and responsibilities of **OWNER** are amended and supplemented as indicated in **EXHIBIT A “Further Description of Engineering Services and Related Matters: Services to be Provided by the Owner”**.

ARTICLE 4. - PAYMENTS TO ENGINEER

4.1 Methods of Payment for Services and Expenses of ENGINEER.

4.1.1 For Basic Services. **OWNER** shall pay **ENGINEER** for Basic Services rendered under Article 1 (as amended and supplemented by **EXHIBIT B “Scope of Services, : Services to be Provided by the Engineer”**) as follows:

Payment of the lump sum fee will be in proportion to the percent completion of the work tasks and Basic Services to be provided by the **Engineer** in accordance with the Cost Proposal identified in **EXHIBIT D – Contract Rates and Cost Proposal**.

The final 5% of the Basic Services fee shall not be payable until the As-Built Drawings are submitted by the **ENGINEER**.

4.1.2 For Additional or Special Services. **OWNER** shall pay **ENGINEER** for Additional or Special Services rendered under Article 2 as follows:

4.1.2.1 General. For Additional or Special Services rendered under Paragraphs 2.1.1 through 2.1.10 inclusive, Paragraph 2.1.12, and services in preparation to appear as a consultant or witness under Paragraph 2.1.11, on the basis of a negotiated fee, prior to commencing Additional or Special Services. The negotiated fee for Additional or Special Services will incorporate labor and non-labor rates no higher than shown in the table(s) of Contract Rates as shown in **EXHIBIT D – Contract Rates and Cost Proposal**.

Payment of the lump sum fee for Additional or Special Services negotiated and/or as shown in **EXHIBIT D – Contract Rates and Cost Proposal**, will be in proportion to the percent completion of the work tasks and Special Services to be provided by the **Engineer**.

4.1.2.2 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.11 at the rate of no more than **\$150** per hour or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 4.1.1).

4.1.2.3 Resident Project Services. For resident services during construction under Paragraph 2.2, on the basis of a negotiated daily, weekly or monthly fee.

4.2 Times of Payments

4.2.1 **ENGINEER** shall submit monthly statements for Basic and Additional or Special Services rendered and for Reimbursable Expenses incurred. The statements will be based upon **ENGINEER**'s estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall make prompt monthly payments in response to **ENGINEER**'s monthly statements.

4.3 Other Provisions Concerning Payments

4.3.1 If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty (30) days after receipt of **ENGINEER**'s bill therefore, the amounts due **ENGINEER** shall include a charge of 10% per annum interest from said thirtieth day, and in addition, **ENGINEER** 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.

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

4.4 Definitions

4.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the **PROJECT**, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

4.5 Request for Payment. On or before noon of the first Monday of each month during the performance of the services, **ENGINEER** 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 and the sums of all prior services rendered, a detailed breakdown of the amount and the sum of all prior payments. **OWNER** shall review each such Request for Payment and may make such exceptions, as **OWNER** reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the **OWNER**'s Board of Commissioners meets approving such payment, the **OWNER** shall make payment to **ENGINEER** in the amount approved as aforesaid subject to 4.7, below.

4.6 Final Payment. After final completion of the work and acceptance thereof by **OWNER**, **ENGINEER** shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to **ENGINEER** and upon approval thereof by **OWNER**, **OWNER** shall pay to **ENGINEER** the amount due (Final Payment") under such Final Request in accordance with the provisions of 4.5.

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

4.7 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, **OWNER** shall not be obligated to make any payment (whether a payment under Article 4.5 hereof or Final Payment) to **ENGINEER** hereunder if any one or more of the following conditions precedent exist:

4.7.1 **ENGINEER** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

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

4.7.3 **ENGINEER** has failed within ten (10) days after **ENGINEER** has been paid to make payments to consultants or other third parties used in connection with the Services for which **OWNER** has made payment to **ENGINEER**;

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

is determined by **OWNER** to be sufficient to so complete the services.

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

ENGINEER shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

4.9 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the **OWNER** 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 **ENGINEER** except those previously made in writing and identified by the **ENGINEER** as unsettled at the time of the Final Request for payment.

ARTICLE 5. - GENERAL CONSIDERATIONS

5.1 Termination. The obligation to provide further services under this Agreement may be terminated by the **OWNER** upon ten (10) days written notice at the sole discretion of the **OWNER** or either party upon seven (7) 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 terminating party.

5.2 Ownership of Documents. Original documents (plans, specifications, drawings, designs and survey notes) developed in connection with services performed hereunder belong to, and remain the property of the **OWNER**, in consideration of which it is mutually agreed that the **OWNER** will use them solely in connection with the **PROJECT**. The **ENGINEER** may retain reproducible copies of such documents. The plan sheets will be prepared on mylar film.

5.3 Controlling Law. This agreement is to be governed by the Laws of the State of Texas. Venue shall be in Hidalgo County.

5.4 Successors and Assigns

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

5.4.2 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in Paragraph 5.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent consultants, associates and sub-contractors as he may deem appropriate to assist him in the performance of services hereunder.

5.5 Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

ARTICLE 6. - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.1 This Agreement is subject to the following special provisions:

6.1.1 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 acquire and maintain, for the duration of the contract period the following insurances:

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

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.

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

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.

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.

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 provides under the contractual Agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

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

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 Acord Form 25. All insurance requirements are imposed and must be complied with by any and all sub-contractors, and/or lower-tier sub-contractors. A copy of endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

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

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

6.2.1 **Exhibit A "Further Description of Engineering Services and Related Matters: Services to be Provided by the Owner"**

6.2.2 **Exhibit B "Scope of Services, : Services to be Provided by the Engineer"**

6.2.3 **Exhibit C "Work Schedule"**

6.2.4 **Exhibit D "Contract Rates and Cost Proposal"**

6.3 This Agreement (consisting of Pages 1 to 17, inclusive), together with the Exhibit(s) and schedule(s) identified above constitute the entire agreement between **OWNER** and **ENGINEER** and supersedes all prior written or oral understandings. This Agreement and said Exhibit(s) and Schedule(s) may only be amended, supplemented, modified or canceled by a duly executed written instrument.

6.4 **Certificate of Interested Parties (Form 1295):** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Pursuant to this House Bill 1295, the business entity "S&GE,LLC" has completed Form 1295. The governmental entity or state agency "OWNER" must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

ARTICLE 7. OTHER CONDITIONS OR SERVICES

7.1 Notwithstanding anything to the contrary contained in this Agreement, **OWNER** and **ENGINEER** agree and acknowledge that **OWNER** is entering into this Agreement in reliance on **ENGINEER**'s experience and abilities with respect to performing the Services. The **ENGINEER** accepts the relationship of trust and confidence established between it and the **OWNER** by this Agreement. **ENGINEER** covenants with **OWNER** to use its best 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 the National Society for Professional Engineers' 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, **ENGINEER** shall certify in writing to **OWNER** that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith shall conform to all applicable governmental regulations, statutes and ordinances then in effect. **ENGINEER** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

7.2 The **ENGINEER** represents, covenants and agrees that all of the Services to be furnished by the **ENGINEER** under or pursuant to this Agreement, from the inception of the Agreement until the **PROJECT** has been fully completed, shall be of the standard and quality which prevail among engineers of similar

experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the **PROJECT** with all the amenities as set forth in the Drawings and Specifications.

7.3 The **ENGINEER** represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the **PROJECT** and that because of such talent and training, **ENGINEER** envisions the construction of the **PROJECT** in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent **ENGINEER** having such special skills could anticipate may arise from the proper use of the **PROJECT** after accepted by **OWNER**; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the **PROJECT** after accepted by **OWNER**; and, it recognizes that any management, employees, and agents of the **OWNER**, plus guests and visitors are within a class of foreseeable persons who will be relying on the **PROJECT** being designed in a professional and safe manner.

ENGINEER represents, covenants and agrees that its **PROJECT** Drawings and Specifications will be accurate and free from any material errors; shop drawing accuracy will be the responsibility of the Contractor as outlined in the Drawings and Specifications. **ENGINEER** also represents, covenants and agrees to 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; and the **PROJECT** will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The **ENGINEER**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **OWNER** of the Drawings and specifications nor shall the **ENGINEER** be released from any liability by reason of such approval by the **OWNER**, it being understood that the **OWNER** at all times is ultimately relying upon the **ENGINEER**'s skill and knowledge in preparing the Drawings and specifications. Notwithstanding the immediately preceding sentence, **ENGINEER** may rely on any documents or information forwarded by **OWNER** pursuant to Article 2 hereof.

7.4 The **ENGINEER** represents, covenants and agrees that the person directly in charge of the professional engineering work is duly registered under the applicable Texas law.

7.5 Notwithstanding any provision herein to the contrary, in the event it is necessary for the **OWNER** to require changes in the final plan of the **PROJECT** to enable reduction of construction cost of the **PROJECT** to an amount within the sum estimated by the **ENGINEER**, the **ENGINEER** will be required to make such revisions or changes. Notwithstanding any provisions herein to the contrary, it is agreed that if the project cost is less than the lowest bona fide bid for construction and such low bid is not accepted by the owner, the **ENGINEER**, at its expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to **OWNER** and re-bid the project. The project cost is defined as the **ENGINEER**'s final estimate of the probable cost of construction delivered with the completed PS&E. The **OWNER** agrees to give the **ENGINEER** the latitude to make the required changes to the plans and specifications to achieve the required reduction in construction costs; however, the **ENGINEER** shall consult with the **OWNER** on all necessary changes.

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

OWNER:
McALLEN PUBLIC UTILITY

ENGINEER:

MARK VEGA, P.E.
General Manager

DATE

DATE

ATTEST:

ATTEST:

NYLA FLATAU
MPUB Secretary

DATE

DATE

APPROVED AS TO FORM:

ISAAC TAWIL
City Attorney

DATE

REVIEWED BY:

GERARDO NORIEGA
Director of Purchasing and Contracting

DATE

EXHIBIT A - “Further Description of Engineering Services and Related Matters: *Services to be Provided by the OWNER*”

Not Applicable

EXHIBIT B - “Scope of Services, *Services to be Provided by the ENGINEER*”,

Refer to ENGINEER Scope of Services (attached)

EXHIBIT C - “Work Schedule”

Refer to ENGINEER Scope of Services (attached)

EXHIBIT D – “Contract Rates and Cost Proposal”

Refer to ENGINEER Scope of Services (attached)

EXHIBIT B

Scope of Services

McAllen Public Utilities (MPU)
Tres Lagos Water Reuse Elevated Storage Tank (EST)

Scope of Work

PROJECT DESCRIPTION

Garcia Infrastructure Consultants, LLC is pleased to submit this fee proposal for professional engineering services for the Tres Lagos Elevated Storage Tank (EST). This project consists of the design of a new 1-million-gallon elevated storage tank (Tres Lagos EST), civil site improvements, piping, and electrical improvements. The EST will be located within the Tres Lagos Development on a property that will be conveyed to MPU near Stewart Rd.

MPU currently operates the reuse system without the use of elevated storage tank. Three (3) vertical turbine pumps and hydro-pneumatic tank is used to supply and pressure the water reuse system. The new system will be designed to pump reuse water to the Tres Lagos EST, allowing the tank to pressurize the system. The Preliminary Engineering Design Report (PEDR) which is included as part of our project deliverables shall include recommendations related to the operation and control of the EST.

No work associated with extending the water reuse EST will be provided. The existing reuse main will only be extended from Stewart Road immediately adjacent to the new EST Site. The area within the site will be hydro much seeded, no special landscaping or irrigation system will be provided.

A detailed outline of our proposed scope of services is provided below.

TASK 1- BASIC ENGINEERING SERVICES

DESIGN

Task 1.1 Preliminary Design (Phase A)

Chartering Session

Consultant will attend a chartering meeting with MPU at the onset of the project to confirm the scope of work, review contractual responsibilities, confirm project goals, and clarify any questions.

Elevated Storage Tank

Conduct a detailed evaluation of the project site and identify necessary appurtenances. This would include siting the EST, area lighting, security measures, grading, paving, overflow discharge, and ingress and egress issues. Coordination with other outside agencies or private utility company will be initiated.

Our design will be based on a Composite Elevated Tank (CET). An evaluation of other tanks such as a Spheroid Elevated Tank (SET) is not required.

Reuse Pump Station

CONSULTANT will perform a cursory review of the hydraulic and electrical, instrumentation, and controls (EIC) of the Reuse Pump Station at the North McAllen Wastewater Treatment Plant to incorporate the new Reuse EST. We will also evaluate the possibility of permanently bypassing the existing hydro-pneumatic Tank at the North McAllen WWTP. Recommendations which may include design modifications from an electrical, instrumentation, and control perspective. Costs will be quantified from both a design and construction standpoint and included in the preliminary engineering design report for MPU's consideration.

Construction Plans

CONSULTANT will prepare a 30% construction plan set for review and approval by MPU. The plan set shall include the following:

1. Paving and Grading (concrete paving)
2. Structural Tank Foundation (by tank manufacturer; CONSULTANT shall review design during the shop drawing review process).
3. Electrical Improvements- Electrical improvements include area site and interior tank lighting. Lighting shall be designed to illuminate the access roadway, perimeter site, tank ladder, and tank entrance. Interior lighting shall illuminate the stairways and open space.
4. Site yard piping and overflow drain system.
5. Perimeter fencing (Chain link Fence w/ privacy slats). Decorative or any type of CMU Block Fencing is not included.
6. Tank Overflow
7. Cathodic Protection
8. Electrical Improvements
9. Control narrative that will discuss how the tank will operate and incorporated to MPU's Recycle System.
10. Schematic level drawings showing the tank plan and cross section view, site improvements, piping, and lighting.

The plan set will also include the standard sheets such as the cover sheet, an index sheet, general notes, preliminary erosion control plan, and typical construction details.

Copies of the 30% construction plan set shall be submitted to MPU as 11" x 17" half-size drawings. Four (4) copies shall be provided.

Opinion of Probable Construction Cost

Based on the 30% complete Phase A construction plan set, construction pay items shall be determined, their approximate quantities calculated, and their expected unit price estimated to establish an opinion of probable construction cost.

Phase A Technical Memorandum

CONSULTANT will prepare a Technical Memorandum (TM) summarizing key Phase A Design issues and make recommendations regarding any issues to be resolved in Phase B. A list of expected specifications for the project and the opinion of probable construction cost will also be included in this TM.

After the OWNER approves the Phase A TM and 30% level Construction Plans, CONSULTANT will formally address the OWNER's written comments and incorporate them in Phase B.

Task 1.2 Intermediate Design (Phase B)

Construction Plans

CONSULTANT will prepare a 60% construction plan set for review and approval by the OWNER. Phase B will include Phase A Drawings with proposed resolution to any previous areas of concerns and address the OWNERS Phase A comments.

Easements

It is our understanding that the proposed Tres Lagos EST will be fully contained within a property that will be conveyed to the OWNER by Tres Lagos. The need for any permanent easements, temporary easements, or land acquisition will not be required.

Any engineering and/or survey work that may become necessary or desired for the acquisition of such temporary, permanent easements, rights-of-way, or land acquisition is outside our Scope of Work. CONSULANT shall submit a separate proposal for any additional engineering and/or survey work, the preparation of metes and bounds documents, or the preparation of survey plats for client consideration.

Specifications

CONSULTANT will prepare a full set of draft construction specifications for the project. CONSULTANT will incorporate the OWNER's comments into the final set during the Final Design Phase.

Opinion of Probable Construction Costs

Based on the 60% complete Phase B Construction Plan set, construction pay items shall be established, their quantities calculated, and their unit price establish to determine an opinion of probable construction cost.

Phase B Submittal

CONSULTANT will submit 60% Construction Plans and Specifications. After the OWNER has reviewed the 60% Construction Plan set, CONSULTANT will formally address the OWNER's written comments and incorporate them in Phase C.

Copies of the 60% construction plan set shall be submitted to the OWNER as 11" x 17" half-size drawings. Four (4) copies of the plans and specifications shall be provided.

Task 1.3 Final Design (Phase C)

Construction Plans

CONSULTANT will prepare the final design construction plan set for review and approval by the OWNER. Phase C will include Phase B Drawings with proposed resolution to any previous areas of conflict with existing improvements and additional detail of mechanical, electrical, and structural elements.

Easements

Refer to Intermediate Design Phase "Easements."

Specifications

A full set of final construction specifications for the project will be prepared. We will as well incorporate the OWNER's comments as part of completing the final design phase.

Opinion of Probable Construction Costs

Based on the final design plan set, construction pay items shall be confirmed, their quantities re-calculated, and their unit price establish to determine an opinion of probable construction cost.

Phase C Submittal

CONSULTANT will submit 100% Construction Plans and Specifications. After the OWNER has reviewed the 100% Construction Plan set, CONSULTANT formally address the OWNER's written comments and incorporate them into the final bid comments.

Copies of the 100% Construction Plan set shall be submitted to the OWNER as 11" x 17" half-size drawings. Four (4) copies of the plans and specifications shall be provided.

Task 1.4 Bidding & Contracting Awarding

This task will include the following activities:

- a. Finalize the front end and legal bidding documents, including General Conditions, General Requirements, bid form, bonds and instructions to bidders. The OWNER's General Conditions document will be incorporated into our bid documents.
- b. The CONSULTANT will assist the OWNER in developing the language to be included in the advertising AD. However, the OWNER will provide advertising and distributing bid documents.
- c. Prepare final technical specifications and final construction drawings consistent with the bidding documents and specifications.
- d. Update the opinion of probable construction cost.

Bid Conferences

CONSULTANT will attend one (1) pre-bid conference to be held in McAllen, Texas.

Bid Packages

Bids will be issued to the OWNER by the CONSULTANT on a USB thumb Drive (pdf files). Printed copies shall be available upon request.

Awarding of Contract

CONSULTANT will be present at the bid opening. We will review each bid to determine the presence of any ambiguities or significant irregularities in each bid and prepare bid tabulation of all accepted bids. References will be checked for the low Bidder to confirm that Contractor is competent and capable of completing the project. Based on our findings, we will recommend to the OWNER award of the project to the most responsive and best Bid received.

The following assumptions are included:

- The design documents will be prepared for a single elevated storage tank construction contract.
- No complex combination or complex add/deduct format is required.
- The MPU's Standard front-end specification documents will be used.
- CONSULTANTS General Requirements (Division 1) and technical specifications will be used.
- All drawings will be of half-size (defined as 11" x 17"). Individual full-size drawings will be made available as required for clarity.

CONSTRUCTION ENGINEERING

Task 1.5 Construction Phase Services

Construction Staking

CONSULTANT shall include sufficient horizontal and vertical benchmarks to allow the contractor to provide his own staking to install the elevated storage tank as well as other proposed improvement /appurtenances. Field construction staking will not be provided.

Resident Inspection

The CONSULTANT will not provide resident inspection. Consultant shall provide periodic site visit to coincide with monthly progress meetings as applicable.

Construction Observation

CONSULTANT will make site visits to observe the installation and confirm progress on the project. CONSULTANT will also attend Monthly Progress Meetings. A field inspection report will be provided to the OWNER after each field inspection.

Construction Management

CONSULTANT will attend pre-construction meeting to be held in McAllen, Texas.

CONSULTANT will review technical cut sheets and shop drawings (Submittals) to confirm that they agree with the plans and appropriate specification. This shall include CONSULTANT's review of the elevated storage tank manufacturer/supplier foundation design.

CONSULTANT will review all monthly Contractor Pay Requests and confirm the Contractor's quantities or approximate percentages of completion. CONSULTANT shall assist in responding to Contractor Request for Information (RFI's). Based on the detailed scope of work in this proposal, no change orders or field alterations will be requested by the OWNER.

Change Orders and Field Alterations

CONSULTANT will review all requests for change orders or field alterations, provide recommendations to the OWNER and prepare the appropriate revised plans, documents, specifications, and/or exhibits.

Final Project Acceptance

CONSULTANT will attend one (1) meeting on the project site at the time of substantial completion to review the contractor's work and to prepare a list of items to be addressed by the Contractor before the final walk

through. CONSULTANT will attend final walk through with the OWNER and Contractor before final acceptance.

TASK 2- SPECIAL SERVICES (CONSULTANT)

Task 2.1 Reuse Water Model Update

CONSULTANT will prepare a water model to establish the operation of the Recycle Pump Station and Tres Lagos EST.

TASK 3- SPECIAL SERVICES (SUB-CONSULTANTS)

Task 3.1 Environmental Phase I ESA (Sub-consultant)

Environmental study if required will be provided by Others as required.

Task 3.2 Geotechnical Investigation Report (Sub-consultant)

A geological investigation is required to established soil conditions for design of the tank foundation, paving, and yard piping trench. The geotechnical report will be included in the final bid documents for use by the Contractor.

Task 3.3 Geotechnical Material Testing (Sub-consultant)

This project will require field material testing to support construction of the Elevated Storage Tank. This includes conducting X-Ray Testing of the tank by a qualified technician. X-Ray Testing will confirm compliance with the project contract documents and welding codes.

These services will be provided by MPU's Geotechnical Subconsultant (by Others). Data will be provided to the CONSULTANT.

Task 3.4 Mapping and Survey

The field survey will also locate sufficient property corners or other monumentation to establish the rights-of-way, easement boundaries, and relevant property lines.

Field survey shall include topographic features necessary to develop background file to support project design efforts.

During the field survey, CONSULTANT will establish a minimum of one (1) permanent benchmark.

Task 3.5 SCADA System

The Tres Lagos EST will be incorporated into the MPU's System wide SCADA System. CONSULTANT will assist with incorporating the new Tres Lagos EST to the SCADA System.

EXHIBIT C

Work Schedule

Schedule will be adjusted once the OWNER issues an official Notice to Proceed and/or Task Order. An 8-month schedule is anticipated to complete design and initiate bid phase.

EXHIBIT D

Basis of Compensation

BASIS OF COMPENSATION

We propose to provide the services described above on a lump sum basis (refer to **Table 1 and 2**)

TABLE 1
Basis of Compensation (CONSULTANT)

Description	Total
TASK 1- BASIC ENGINEERING SERVICES	
DESIGN	
Task 1.1 - Preliminary Engineering	\$54,000
Task 1.2 - Intermediate Design	\$108,000
Task 1.3 - Final Design	66,500
Task 1.4 - Bidding Phase Services	\$18,000
CONSTRUCTION ENGINEERING	
Task 1.5- Construction Phase Services	\$30,000
TOTAL BASIC ENGINEERING SERVICES	\$276,500
TASK 2- SPECIAL SERVICES (CONSULTANT)	
Task 2.1- Reuse Water Model	\$6,500
TOTAL SPECIAL SERVICES (CONSULTANT)	\$283,000

TABLE 2
Basis of Compensation (Sub-consultants)

Description	Total
TASK 3- SPECIAL SERVICES (SUB-CONSULTANTS)	
Task 3.1- Environmental Phase I ESA	By Others
Task 3.2- Geotechnical Investigation Report	\$2,500.00
Task 3.3- Geotechnical Material Testing	By Others
Task 3.4- Mapping and Survey	\$4,500
Task 3.5- SCADA System	\$10,000
TOTAL SPECIAL SERVICES	\$17,000



AGENDA ITEM 2.e.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. Agenda Item: Consideration and Approval of Financial Agreement between Bureau of Reclamation and McAllen Public Utility for the Reuse Water Enhancement Project

2. Party Making Request:
Carlos Gonzalez, Development and Special Projects Engineer

3. Nature of Request: Consideration and Approval of Financial Agreement between Bureau of Reclamation and McAllen Public Utility for the Reuse Water Enhancement Project

4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. Reimbursement:

6. Routing:
Carlos Gonzalez Created/Initiated - 5/4/2022
Gerardo Noriega Final Approval - 5/4/2022

7. Staff's Recommendation: Approval of Financial Agreement between Bureau of Reclamation and McAllen Public Utility for the Reuse Water Enhancement Project subject to terms and conditions

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager

J.J. Rodriguez, Asst. General Manager

FROM: Carlos Gonzalez, P.E., Utility Engineer

DATE: May 4, 2022

SUBJECT: Bureau of Reclamation Funding Agreement – Elevated Water Tower

Bureau of Reclamation has submitted a Draft Funding Agreement related to the recently announced Grant Award for the Proposed Elevated Reuse Water Tower in Tres Lagos. The funding Agreement established contract terms including the following;

- Project Schedules
- Funding Commitments
- Reporting and Compliance Requirements
- Contractual Deadlines
- Procurement Requirements
- Other Contract Terms and Requirements

The agreement specifies a 50% match requirement with a maximum BOR Cost Reimbursement of \$1,307,325 with MPU being responsible for the balance of estimated construction cost. Staff and City of McAllen Legal Department have reviewed document. Staff recommends approval and will be available for comments and/or questions.

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

Agreement Number R22AP00353

Between
Bureau of Reclamation
And
City of McAllen
For
McAllen Public Utility's Reuse Water Enhancement

DRAFT

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**Financial Assistance Agreement
Between
Bureau of Reclamation
And
City of McAllen
For
McAllen Public Utility’s Reuse Water Enhancement**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and City of McAllen (Recipient), pursuant to Section 9504(a) of the SECURE WATER ACT, Subtitle F of Title IX of the OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009, Public Law 111-11 (42 U.S.C. 10364) (the “Act”). The following section, provided in full text, authorizes Reclamation to award this Agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT.

(a) AUTHORIZATION OF GRANTS AND COOPERATIVE AGREEMENTS.—

(1) AUTHORITY OF SECRETARY.—The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement—

- (A) to conserve water;***
- (B) to increase water use efficiency;***
- (C) to facilitate water markets;***
- (D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;***
- (E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;***
- (F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);***

- (G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or*
- (H) to carry out any other activity—*
 - (i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or*
 - (ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.*

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The proposed McAllen Public Utility’s Reuse Water Enhancement (Project) will mitigate the impacts caused by drought to include the below and provide drought resiliency.

- (A) to conserve water;
- (B) to increase water use efficiency;
- (C) to facilitate water markets;
- (D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;
- (E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;

3. BACKGROUND AND OBJECTIVES

Through WaterSMART (Sustain and Manage America’s Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to work cooperatively with states, tribes, and local entities as they plan for and implement actions to increase water supply reliability through investments and attention to local water conflicts.

Reclamation’s WaterSMART Drought Response Program supports a proactive approach to drought by providing financial assistance to water managers to develop and update comprehensive drought plans (Drought Contingency Planning) and implement projects that will build long-term resiliency to drought (Drought Resiliency Projects).

Through the Drought Response Program, Reclamation invites states, tribes, irrigation districts, water districts, organizations with water or power delivery authority, and non-profit conservation groups to leverage their money and resources by cost sharing with Reclamation on Drought Resiliency Projects that will increase the reliability of water supplies; improve water management; and provide drought resiliency.

City of McAllen (City), located in southern Texas, will expand its reclaimed water system by installing a one-million-gallon elevated reuse water storage tank to utilize recycled water as an alternate source for landscape irrigation. The project will provide an additional water supply of 1,120 acre-feet per year and reduce the demand on potable water supplies from the Rio Grande River. A 2015 Reuse Master Plan references the need of a storage tank for a reliable water reuse system. The additional 1,120 acre-feet per year provides a drought-resilient water supply to a community that is prone to extreme droughts.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement shall remain in effect through the date shown in block 6 of the NOA. The project period for this Agreement may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is **\$3,047,795** and the total estimated amount of federal funding is **\$1,327,305**. The initial amount of federal funds available is limited to **\$1,327,305**, as indicated by “Amount of Financial Assistance This Action” within block 12 of the NOA. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written amendments to this Agreement by a Reclamation GO.

5. SCOPE OF WORK AND MILESTONES

Under this Agreement, the Recipient shall construct a one-million gallon elevated reuse storage tank to store non-potable water for landscape irrigation.

The project is located north of the city of McAllen, Texas, within the master-planned community of Tres Lagos. The project will be sited at map coordinates: 26°20'29"N Latitude, -98°16'47"W Longitude.

The major components of the project include but are not limited to:

- Construction of elevated storage tank

The milestones for completing the scope of work are:

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete environmental and cultural compliance	June 1, 2022	November 1, 2022
Planning and design	June 1, 2022	November 1, 2022
Site survey and investigation	June 1, 2022	August 1, 2022
Bidding and contract procurement	November 1, 2022	January 9, 2022
Construction	January 19, 2023	December 31, 2023

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section I.10 of this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section I.10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the Project objectives and goals were met
- Discussion of the benefits achieved by the Project, including information and/or calculations supporting the benefits
- How the Project improves long-term resiliency to drought
- How the Project demonstrates collaboration, if applicable

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website, www.usbr.gov/drought.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	TOTAL COST
SALARIES, WAGES, FRINGE BENEFITS	
	\$51,203
TRAVEL	
	\$0
EQUIPMENT	
	\$0
SUPPLIES/MATERIALS	
	\$0
CONTRACTUAL/ CONSTRUCTION	
	\$2,800,000
OTHER	
	\$196,592
TOTAL DIRECT COSTS	\$3,047,795
INDIRECT COSTS	
TOTAL ESTIMATED PROJECT COST	\$3,047,795

7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. Based on the budget estimate reflected in Section 7.1 above, the estimated Federal share of allowable costs is **44% (\$1,327,305)** and the Recipient's estimated non-Federal cost share is **56% (\$1,720,490)**. The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the estimated cost share percentages shall occur concurrently.

If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Reclamation GO prior to the expenditure. Recipient may not expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(h) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Revisions which require additional Federal funds to complete the project.

- (c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E “Cost Principles”.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by means of a unilateral amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, or administrative corrections which do not impact the terms and conditions of this agreement. Additionally, a unilateral amendment may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

All other changes shall be made by means of a bilateral amendment to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient’s Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Carlos Gonzalez, P.E.
Utility Engineer
1300 Houston Ave
McAllen, TX 78501
Phone: (956) 681-1777
Email: cagonzalez@mcallen.net

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
- (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due **90 calendar days** after the reporting period; quarterly or semiannual reports must be due **30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through** entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due **120 calendar days** after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
- (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:
- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
- (ii) The reasons why established goals were not met, if appropriate.
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2022 .	N/A

Submit to:	GrantSolutions or sha-dro-faoperations@usbr.gov Attn: GMS	GrantSolutions or sha-dro-faoperations@usbr.gov Attn: GMS
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Quarterly, Semi-Annual, Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 days after the end of the Reporting Period.	Final Report due within 120 days after the end of the period of performance or completion of project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2022 .	N/A
Submit to:	GrantSolutions or sha-dro-faoperations@usbr.gov Attn: GMS	GrantSolutions or sha-dro-faoperations@usbr.gov Attn: GMS

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.340 up to and including unilateral termination of this agreement.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified

date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through PMS, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the PMS Payee Account Number(s) (PANs);

- (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (ii) For returning interest on Federal awards not paid through PMS, the refund should:
- (A) Provide an explanation stating that the refund is for interest;
 - (B) Include the name of the awarding agency;
 - (C) List the Federal award number(s) for which the interest was earned; and
 - (D) Make returns payable to: Department of Health and Human Services.
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
- (i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.
 - (ii) PMS document number and subaccount(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to PMS you must include the following as applicable:
- (i) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - (ii) For Fedwire Returns¹:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
- ¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.
- (iii) For International ACH Returns:
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency Locator Code (ALC): 75010501
Name (abbreviated when possible) and ALC Agency POC

- (iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The Department of Health and Human Services.”
Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
²Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account.
- (v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

- (c)
- (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing

for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

- (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
- (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:
- (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
- (i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified

offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also 200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so,

the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D

unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
 - (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance

with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and workplace safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR *part 1400*.
- (c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or

- (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

(d) *Provisions applicable to any recipient.*

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(e) *Definitions.* For purposes of this award term:

- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) “Private entity”:
 - (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.
- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24

- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR Part 24.101(b)(1)(i)-(iv).
- (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a

- subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting total compensation of recipient executives for non-Federal entities.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five

most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII TO 2 CFR PART 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management

(SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent

five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
 - (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- (c) Notification.
- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
 - (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- (d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as

authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

- (c) **Availability of Data.** The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
- (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except

for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.338 and 200.339. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.



AGENDA ITEM 2.f.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022


1. **Agenda Item: Consideration and Approval of award of services contract for the Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579**
2. **Party Making Request:**
Melba Carvajal, Director of Finance for Utilites
3. **Nature of Request: Consideration and approval of the award of services contract for the Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579**
4. **Budgeted:** Yes

Bid Amount:	\$18,144,683.57	Budgeted Amount:	\$18,150,000.00
Under Budget:	\$5,316.43	Over Budget:	\$0.00
		Amount Remaining:	\$0.00
5. **Reimbursement:**
6. **Routing:**

Melba Carvajal	Created/Initiated - 5/4/2022
Gerardo Noriega	Final Approval - 5/4/2022
7. **Staff's Recommendation: Staff recommends approval of award of services contract for the total base bid of \$18,714,682.65 to Thirkettle Corporation d/b/a Aqua Metric Sales Company. The contract includes a 5-year service agreement for maintenance and hosting, totaling \$714,682.65. Year one of the maintenance agreement to be paid with operating funds totals \$144,683.57.**
8. **City Attorney: Approve. IJT**
9. **MPU General Manager: Approved - MAV**
10. **Director of Finance for Utilities: Approved - MDC**

Memo

To: Mark Vega, P.E., General Manager; J.J. Rodriguez, Assistant General Manager

From: Melba Carvajal, Director of Finance for Utilities/Project Lead 

Cc: AMI Project Evaluation Team: Terri Uvalle, Pablo Rodriguez, Richard Trevino, Carlos Gonzalez; David Garza, Marco Ramirez, Edward Gonzalez, Juan Pedraza, Archie Morales; Gerardo Noriega, Director of Purchasing and Contracting

Date: 5/3/2022

Re: Award of Service Contract Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579

GOAL:

McAllen Public Utility conducted a solicitation for a City-wide Advanced Metering Infrastructure (AMI/AMR) Upgrade project in November 2021. Staff is requesting authorization for an Award of Service Contract for the AMI/AMR project to Thirkettle Corporation dba Aqua Metric Sales Company from Riverside, California to be approved by the McAllen Public Utility Board. Attached for your review, is the pricing list submitted by Aqua Metric reflecting negotiated pricing as directed by the Board at the board meeting held February 15, 2022.

EXPLANATION:

The intent of the solicitation was to seek complete turn-key meter change-out services to include a system application, customer portal, meters and related components, and installation along with annual maintenance for support and upgrades.

OPTIONS:

1. Award of Service Contract as requested by staff.
2. The Public Utility Board may elect to direct staff to reject any or all bids received and to re-advertise this project.

RECOMMENDATION DETAILS:

Based on the negotiated pricing noted on the attached pricing list, staff recommends Award of Service Contract to Thirkettle Corporation dba Aqua Metric Sales Company, from Riverside California, for the total base bid of \$18,714,682.65 which includes \$18,000,000.00 for deployment and \$714,682.65 for 5-year maintenance and hosting services to be paid from operating funds, the first-year amount being \$144,683.57. It is anticipated the project will be completed in 563 days, ending 9/27/2024. In addition, we respectfully request authorization to terminate such contract(s) with General Manager approval and re-award affected item(s) to the next low bidder meeting the requirements of the specifications, in the event that the awarded contractor fails to meet or perform under the terms and conditions of the Award of Service Contract. This project is being funded by a TWDB Loan and thus the contract award is subject to TWDB Approval of all related contract documents and final approval of agreement by the City's Legal department.



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

May 4, 2022

Customer: McAllen Public Utility
Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
Address: 1300 Houston Ave
City, State, Zip: McAllen, TX 78501

Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
Base Bid - Part I: Infrastructure							
1	890-44-00101	Base	Propagation Study	LS	1	\$0.00	\$0.00
2	890-44-00102	Base	Data Collection Systems; Includes Complete Installation with All Related Necessary Equipment	LS	1	\$120,000.00	\$120,000.00
2.01			M400B2 Basestation		4	Included	Included
2.02			Tres Lagos 100' Monopole (Estimated)		1	\$68,000.00	\$68,000.00
2.03			M400B2 Basestation Installation (Tres Lagos)		1	\$18,000.00	\$18,000.00
2.04			M400B2 Basestation Installation (Replace Current BTS 3 Total)		1	\$24,375.00	\$24,375.00
2.05			Basestation Magnetic Mount (if needed)		1	\$5,625.00	\$5,625.00
2.06			Cellular Backhaul Modem (data plan provided by MPU)		4	\$1,000.00	\$4,000.00
3	890-44-00103	Base	Handheld Devices; Complete with Meter Programming Hardware/Software Packages	EA	10	\$6,425.00	\$64,250.00
3.01			Archer3 Handheld		10	\$5,625.00	\$56,250.00
3.02			Archer3 Docking Station		10	Included	Included
3.03			Command Link II		10	Included	Included
3.04			FieldLogic Software		1	Included	Included
3.05			FieldLogic Communication Tool		10	\$300.00	\$3,000.00
3.06			3096+ Touch Reader		10	\$500.00	\$5,000.00
Base Bid - Part II: Software							
4	890-44-00104	Base	Interface to MPU Billing, Read Software Including Customer Web Portal	LS	1	\$10,250.00	\$10,250.00
4.01			Sensus Analytics Standard Integration		1	\$4,000.00	\$4,000.00
4.02			Sensus Analytics Customer Portal CIS Standard Integration		1	\$12,500.00	\$12,500.00
4.03			Bundled Integration Discount (if Sensus Analytics & Analytics Customer Portal Integration performed at the same time)		1	(\$6,250.00)	(\$6,250.00)
5	890-44-00105	Operating	Software License Fees; Unlimited Users	LS	1	\$144,683.57	\$144,683.57
5.01			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 1)		1	\$51,254.44	\$51,254.44
5.02			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 1)		1	\$46,305.56	\$46,305.56
5.03			Annual: Sensus Analytics Text Messages Unlimited (Year 1)		1	\$6,988.89	\$6,988.89
5.04			Annual: Sensus Analytics Customer Portal First 1,500 Users (Year 1)		1	\$5,955.56	\$5,955.56
5.05			Annual: Sensus Analytics Customer Portal Additional Users Above 1,500 (Year 1)			\$2.60	
5.06			Annual: Sensus Analytics Customer Portal Text Messages Unlimited for 1,500 Users (Year 1)		1	\$200.00	\$200.00
5.07			Annual S50 Basestation Extended Warranty (2 Existing Sites) (Year 1)		1	\$8,271.12	\$8,271.12
5.08			Annual Metro Basestation Extended Warranty (1 Existing Site) (Year 1)		1	\$4,135.56	\$4,135.56
5.09			Annual M400 Basestation Extended Warranty (Year 1)		1	\$1,572.44	\$1,572.44
5.10			Annual Aqua-Metric Support (Year 1)		1	\$20,000.00	\$20,000.00
6	890-44-00106	Base	Implementation Services	LS	1	\$751,035.50	\$751,035.50
6.01			RNI SaaS Setup		1	\$22,781.18	\$22,781.18
6.02			Sensus Analytics Enhanced - Water Setup		1	\$23,529.41	\$23,529.41
6.03			Customer Portal System Setup		1	\$5,882.35	\$5,882.35
6.04			FlexNet AMI Core Education (Training), Performed by Aqua-Metric		1	\$5,000.00	\$5,000.00
6.05			Sensus Analytics Training, Performed by Aqua-Metric		1	\$3,500.00	\$3,500.00
6.06			Customer Portal Training		1	\$2,117.65	\$2,117.65
6.07			Network Implementation		1	\$30,000.00	\$30,000.00
6.08			Project Manager (Monthly)		20	\$10,000.00	\$200,000.00
6.09			Project Superintendent (Monthly)		15	\$8,750.00	\$131,250.00
6.10			NovusCenter WOMS Setup		1	\$7,500.00	\$7,500.00
6.11			Mobilization		1	\$43,750.00	\$43,750.00
6.12			Mobile Mini Storage Unit (4 Units / Month)		20	\$1,196.83	\$23,936.60
6.13			City of McAllen Public Works 8 Yard Dumpster (2 Weekly Pickups)		20	\$315.02	\$6,300.40
6.14			Forklift		1	\$50,000.00	\$50,000.00
6.15			Additional Insurance Premium (24-Month Builders Risk/Fire Protection)		1	\$120,000.00	\$120,000.00
6.16			Performance & Payment Bond		1	\$75,487.91	\$75,487.91
Base Bid - Part III: Replacement of Existing Manual Read Meters							
7	890-44-00107	Base	5/8 X 3/4 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA	40,427	\$633.02	\$10,661,586.29
7.01			3/4" iPERL TR/PL USG 8 WHL		38,927	\$97.34	\$3,789,154.18
7.02			3/4" iPERL Strainer		38,927	\$0.65	\$25,302.55
			3/4" ally TR/PL USG		1,500	\$373.22	\$559,830.00
			3/4" ally Strainer		1,500	\$0.65	\$975.00
7.03			SmartPoint 520M Single Port		40,427	\$94.58	\$3,823,585.66
7.04			Meter Exchange w/ SmartPoint Installation & Activation		40,427	\$47.24	\$1,909,771.48
7.05			Sub-Meter (Within 3ft.) GPS Coordinates		40,427	\$7.60	\$307,245.20
			Add-On: Ally Meter Exchange		1,500	\$5.88	\$8,820.00
7.06			Pre-Installation Door Hanger		40,427	\$0.23	\$9,298.21
7.07			Pre-Installation Door Hanger Distribution		40,427	\$5.63	\$227,604.01
8	890-44-00108	Base	1 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA	4,199	\$295.74	\$1,241,812.26



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May 4, 2022

Customer: McAllen Public Utility
Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
Address: 1300 Houston Ave
City, State, Zip: McAllen, TX 78501

Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
8.01			1" iPERL Meter TRPL USG 8 WHL		4,199	\$139.76	\$586,852.24
8.02			1" iPERL Strainer		4,199	\$0.70	\$2,939.30
8.03			SmartPoint 520M Single Port		4,199	\$94.58	\$397,141.42
8.04			Meter Exchange w/ SmartPoint Installation & Activation		4,199	\$47.24	\$198,360.76
8.05			Sub-Meter (Within 3ft.) GPS Coordinates		4,199	\$7.60	\$31,912.40
8.06			Pre-Installation Door Hanger		4,199	\$0.23	\$965.77
8.07			Pre-Installation Door Hanger Distribution		4,199	\$5.63	\$23,640.37
9	890-44-00109	Base	1.5 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA	757	\$728.27	\$551,300.39
9.01			1 1/2" OMNI+ R2 TRPL USG 8 WHL		757	\$397.66	\$301,028.62
9.02			SmartPoint 520M Single Port		757	\$94.58	\$71,597.06
9.03			Meter Exchange w/ SmartPoint Installation & Activation		757	\$222.57	\$168,485.49
9.04			Sub-Meter (Within 3ft.) GPS Coordinates		757	\$7.60	\$5,753.20
9.05			Pre-Installation Door Hanger		757	\$0.23	\$174.11
9.06			Pre-Installation Door Hanger Distribution		757	\$5.63	\$4,261.91
10	890-44-00110	Base	2 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA	1,434	\$963.89	\$1,382,218.26
10.01			2" OMNI+ R2 TRPL USG 8 WHL		1,434	\$557.30	\$799,168.20
10.02			SmartPoint 520M Single Port		1,434	\$94.58	\$135,627.72
10.03			Meter Exchange w/ SmartPoint Installation & Activation		1,434	\$298.55	\$428,120.70
10.04			Sub-Meter (Within 3ft.) GPS Coordinates		1,434	\$7.60	\$10,898.40
10.05			Pre-Installation Door Hanger		1,434	\$0.23	\$329.82
10.06			Pre-Installation Door Hanger Distribution		1,434	\$5.63	\$8,073.42
11	890-44-00111	Base	Meter Box for 5/8 - 1 Inch Meter; Material Only	EA	17,850	\$72.27	\$1,290,019.50
11.01			DFW1219-10-BODY 12X19X10 OVAL BLACK POLYMER BODY		17,850	\$35.19	\$628,141.50
11.02			DFW1219-AF3MF_MCA-LID 12X19 OVAL AF BLUE MAGNET TR KNOCKOUT *MCALLEN* POLYMER LID		17,850	\$37.08	\$661,878.00
12	890-44-00112	Base	Installation of Small Meter Box for 5/8 - 1 Inch Meter	EA	44,626	\$56.25	\$1,171,412.50
12.01			Meter Box Replacement		17,850	\$50.00	\$892,500.00
12.02			Meter Box Lid Replacement		17,850	\$6.25	\$111,562.50
			Lid Modification (Drill Plastic Lid)		26,776	\$6.25	\$167,350.00
13	890-44-00113	Base	Meter Box for 1.5" - 2" Inch Meter; Material Only	EA	219	\$139.62	\$30,576.78
13.01			DFW1324C-12-BODY 13X24X12 "C" BLACK POLYMER BODY		219	\$76.23	\$16,694.37
13.02			DFW1324C-AF3MF_MCA-LID 13X24 "C" AF BLUE MAGNET TR KNOCKOUT *MCALLEN* POLYMER LID		219	\$63.39	\$13,882.41
14	890-44-00114	Base	Installation of Meter Box for 1.5" - 2" Meter	EA	219	\$81.25	\$30,118.75
14.01			Meter Box Replacement/Adjustment		219	\$75.00	\$16,425.00
14.02			Meter Box Lid Replacement		219	\$6.25	\$1,368.75
			Lid Modification (Drill Plastic Lid)		1,972	\$6.25	\$12,325.00
Base Bid - Part IV: Replacement of Existing AMI Potable Water Meters							
15	890-44-00115	Base	5/8 X 3/4 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA			
15.01			3/4" iPERL TR/PL USG 8 WHL			\$97.34	
15.02			3/4" iPERL Strainer			\$0.65	
15.03			SmartPoint 520M Single Port			\$94.58	
15.04			Meter Exchange w/ SmartPoint Installation & Activation			\$47.24	
15.05			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
15.06			Pre-Installation Door Hanger			\$0.23	
15.07			Pre-Installation Door Hanger Distribution			\$5.63	
16	890-44-00116	Base	1 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA			
16.01			1" iPERL Meter TRPL USG 8 WHL			\$139.76	
16.02			1" iPERL Strainer			\$0.70	
16.03			SmartPoint 520M Single Port			\$94.58	
16.04			Meter Exchange w/ SmartPoint Installation & Activation			\$47.24	
16.05			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
16.06			Pre-Installation Door Hanger			\$0.23	
16.07			Pre-Installation Door Hanger Distribution			\$5.63	
17	890-44-00117	Base	1.5 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA			
17.01			1 1/2" OMNI+ R2 TRPL USG 8 WHL			\$397.66	
17.02			SmartPoint 520M Single Port			\$94.58	
17.03			Meter Exchange w/ SmartPoint Installation & Activation			\$222.57	
17.04			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
17.05			Pre-Installation Door Hanger			\$0.23	
17.06			Pre-Installation Door Hanger Distribution			\$5.63	
18	890-44-00118	Base	2 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation	EA			



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May 4, 2022

Customer: McAllen Public Utility
Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
Address: 1300 Houston Ave
City, State, Zip: McAllen, TX 78501

Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
18.01			2" OMNI+ R2 TRPL USG 8 WHL			\$557.30	
18.02			SmartPoint 520M Single Port			\$94.58	
18.03			Meter Exchange w/ SmartPoint Installation & Activation			\$298.55	
18.04			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
18.05			Pre-Installation Door Hanger			\$0.23	
18.06			Pre-Installation Door Hanger Distribution			\$5.63	
19	890-44-00119	Base	Meter Box for 5/8 - 1 Inch Meter; Material Only	EA			
19.01			DFW1219-10-BODY 12X19X10 OVAL BLACK POLYMER BODY			\$35.19	
19.02			DFW1219-AF3MF_MCA-LID 12X19 OVAL AF BLUE MAGNET TR KNOCKOUT *MCALLEN* POLYMER LID			\$37.08	
20	890-44-00120	Base	Installation of Small Meter Box for 5/8 - 1 Inch Meter	EA			
20.01			Meter Box Replacement			\$50.00	
20.02			Meter Box Lid Replacement			\$6.25	
21	890-44-00121	Base	Meter Box for 1.5" - 2" Inch Meter; Material Only	EA			
21.01			DFW1324C-12-BODY 13X24X12 "C" BLACK POLYMER BODY			\$76.23	
21.02			DFW1324C-AF3MF_MCA-LID 13X24 "C" AF BLUE MAGNET TR KNOCKOUT *MCALLEN* POLYMER LID			\$63.39	
22	890-44-00122	Base	Installation of Meter Box for 1.5" - 2" Meter	EA			
22.01			Meter Box Replacement			\$75.00	
22.02			Meter Box Lid Replacement			\$6.25	
Base Bid - Part IV: Replacement of Existing AMI Non-Potable Water Meters							
23	890-44-00123	Base	1 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation for Reuse Water Service	EA			
23.01			1" iPERL TRPL USG 8 WHL RECLAIM			\$178.60	
23.02			1" iPERL Strainer			\$0.70	
23.03			SmartPoint 520M Single Port			\$94.58	
23.04			Meter Exchange w/ SmartPoint Installation & Activation			\$47.24	
23.05			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
23.06			Pre-Installation Door Hanger			\$0.23	
23.07			Pre-Installation Door Hanger Distribution			\$5.63	
24	890-44-00124	Base	2 Inch Meter With New Gaskets; Complete Includes All Related Accessories, Fittings and Installation for Reuse Water Service	EA			
24.01			2" OMNI+ R2 TRPL USG 8 WHL RECLAIM			\$570.57	
24.02			SmartPoint 520M Single Port			\$94.58	
24.03			Meter Exchange w/ SmartPoint Installation & Activation			\$298.55	
24.04			Sub-Meter (Within 3ft.) GPS Coordinates			\$7.60	
24.05			Pre-Installation Door Hanger			\$0.23	
24.06			Pre-Installation Door Hanger Distribution			\$5.63	
25	890-44-00125	Base	Meter Box for 1" Inch Meter; Material Only (Purple Box)	EA		\$73.95	
25.01			DFW1219-10-BODY 12X19X10 OVAL BLACK POLYMER BODY			\$35.19	
25.02			DFW1219-AF5MF_MCA-LID 12X19 OVAL AF PURPLE MAGNET TR KO *MCALLEN* POLYMER LID			\$38.76	
26	890-44-00126	Base	Installation of Meter Box for 1" Meter	EA			
26.01			Meter Box Replacement			\$50.00	
26.02			Meter Box Lid Replacement			\$6.25	
27	890-44-00127	Base	Meter Box for 2" Inch Meter; Material Only (Purple Box)	EA			
27.01			DFW1324C-12-BODY 13X24X12 "C" BLACK POLYMER BODY			\$76.23	
27.02			DFW1324C-AF5MF_MCA-LID 13X24 "C" AF PURPLE MAGNET TR KNOCKOUT *MCALLEN* POLYMER LID			\$65.07	
28	890-44-00128	Base	Installation of Meter Box for 2" Meter	EA			
28.01			Meter Box Replacement			\$75.00	
28.02			Meter Box Lid Replacement			\$6.25	
Base Bid - Part VI: Maintenance and Support							
29	890-44-00129	Base	Annual Maintenance/ Subscription Fees, Support Services for complete AMI system and all other associated fees. Indicate in comment section if separate cost per base station: Year 1 – 5	LS	1	\$714,682.65	\$714,682.65
29.01			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 1)		1	\$51,254.44	\$51,254.44
29.02			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 1)		1	\$46,305.56	\$46,305.56
29.03			Annual: Sensus Analytics Text Messages Unlimited (Year 1)		1	\$6,988.89	\$6,988.89
29.04			Annual: Customer Portal First 1,500 Users (Year 1)		1	\$5,955.56	\$5,955.56
29.05			Annual: Customer Portal Additional Users Above 1,500 (Year 1)			\$2.60	
29.06			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 1)		1	\$200.00	\$200.00
29.07			Annual S50 Basestation Extended Warranty (2 Existing Sites) (Year 1)		1	\$8,271.12	\$8,271.12
29.08			Annual Metro Basestation Extended Warranty (1 Existing Site) (Year 1)		1	\$4,135.56	\$4,135.56
29.09			Annual M400 Basestation Extended Warranty (Year 1)		1	\$1,572.44	\$1,572.44
29.10			Annual Aqua-Metric Support (Year 1)		1	\$20,000.00	\$20,000.00
29.11			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 2)		1	\$52,792.08	\$52,792.08
29.12			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 2)		1	\$47,694.72	\$47,694.72
29.13			Annual: Sensus Analytics Text Messages Unlimited (Year 2)		1	\$7,198.56	\$7,198.56



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Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
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Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
29.14			Annual: Customer Portal First 1,500 Users (Year 2)		1	\$6,134.22	\$6,134.22
29.15			Annual: Customer Portal Additional Users Above 1,500 (Year 2)			\$2.68	
29.16			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 2)		1	\$206.00	\$206.00
29.19			Annual M400 Basestation Extended Warranty (Year 2)		1	\$1,619.62	\$1,619.62
29.20			Annual Aqua-Metric Support (Year 2)		1	\$20,600.00	\$20,600.00
29.21			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 3)		1	\$54,375.84	\$54,375.84
29.22			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 3)		1	\$49,125.57	\$49,125.57
29.23			Annual: Sensus Analytics Text Messages Unlimited (Year 3)		1	\$7,414.51	\$7,414.51
29.24			Annual: Customer Portal First 1,500 Users (Year 3)		1	\$6,318.24	\$6,318.24
29.25			Annual: Customer Portal Additional Users Above 1,500 (Year 3)			\$2.76	
29.26			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 3)		1	\$212.18	\$212.18
29.29			Annual M400 Basestation Extended Warranty (Year 3)		1	\$1,668.21	\$1,668.21
29.30			Annual Aqua-Metric Support (Year 3)		1	\$21,218.00	\$21,218.00
29.31			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 4)		1	\$56,007.11	\$56,007.11
29.32			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 4)		1	\$50,599.33	\$50,599.33
29.33			Annual: Sensus Analytics Text Messages Unlimited (Year 4)		1	\$7,636.94	\$7,636.94
29.34			Annual: Customer Portal First 1,500 Users (Year 4)		1	\$6,507.80	\$6,507.80
29.35			Annual: Customer Portal Additional Users Above 1,500 (Year 4)			\$2.84	
29.36			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 4)		1	\$218.54	\$218.54
29.39			Annual M400 Basestation Extended Warranty (Year 4)		1	\$1,718.26	\$1,718.26
29.40			Annual Aqua-Metric Support (Year 4)		1	\$21,854.54	\$21,854.54
29.41			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 5)		1	\$57,687.33	\$57,687.33
29.42			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 5)		1	\$52,117.31	\$52,117.31
29.43			Annual: Sensus Analytics Text Messages Unlimited (Year 5)		1	\$7,866.06	\$7,866.06
29.44			Annual: Customer Portal First 1,500 Users (Year 5)		1	\$6,703.03	\$6,703.03
29.45			Annual: Customer Portal Additional Users Above 1,500 (Year 5)			\$2.93	
29.46			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 5)		1	\$225.10	\$225.10
29.49			Annual M400 Basestation Extended Warranty (Year 5)		1	\$1,769.80	\$1,769.80
29.50			Annual Aqua-Metric Support (Year 5)		1	\$22,510.18	\$22,510.18
30	890-44-00130	Base	Annual Maintenance/ Subscription Fees, Support Services for complete AMI system and all other associated fees. Indicate in comment section if separate cost per Base Station: Year 6-10; Enter percentage adjustment for Year 6-10 (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter ".01".	LS	1	\$814,130.30	\$814,130.30
30.01			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 6)		1	\$59,417.94	\$59,417.94
30.02			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 6)		1	\$53,680.83	\$53,680.83
30.03			Annual: Sensus Analytics Text Messages Unlimited (Year 6)		1	\$8,102.03	\$8,102.03
30.04			Annual: Customer Portal First 1,500 Users (Year 6)		1	\$6,904.12	\$6,904.12
30.05			Annual: Customer Portal Additional Users Above 1,500 (Year 6)			\$3.01	
30.06			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 6)		1	\$231.86	\$231.86
30.09			Annual M400 Basestation Extended Warranty (Year 6)		1	\$1,822.89	\$1,822.89
30.10			Annual Aqua-Metric Support (Year 6)		1	\$23,185.48	\$23,185.48
30.11			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 7)		1	\$61,200.49	\$61,200.49
30.12			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 7)		1	\$55,291.26	\$55,291.26
30.13			Annual: Sensus Analytics Text Messages Unlimited (Year 7)		1	\$8,345.10	\$8,345.10
30.14			Annual: Customer Portal First 1,500 Users (Year 7)		1	\$7,111.24	\$7,111.24
30.15			Annual: Customer Portal Additional Users Above 1,500 (Year 7)			\$3.10	
30.16			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 7)		1	\$238.81	\$238.81
30.19			Annual M400 Basestation Extended Warranty (Year 7)		1	\$1,877.58	\$1,877.58
30.20			Annual Aqua-Metric Support (Year 7)		1	\$23,881.04	\$23,881.04
30.21			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 8)		1	\$63,036.50	\$63,036.50
30.22			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 8)		1	\$56,949.99	\$56,949.99
30.23			Annual: Sensus Analytics Text Messages Unlimited (Year 8)		1	\$8,595.46	\$8,595.46
30.24			Annual: Customer Portal First 1,500 Users (Year 8)		1	\$7,324.58	\$7,324.58
30.25			Annual: Customer Portal Additional Users Above 1,500 (Year 8)			\$3.20	
30.26			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 8)		1	\$245.98	\$245.98
30.29			Annual M400 Basestation Extended Warranty (Year 8)		1	\$1,933.91	\$1,933.91
30.30			Annual Aqua-Metric Support (Year 8)		1	\$24,597.48	\$24,597.48
30.31			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 9)		1	\$64,927.60	\$64,927.60
30.32			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 9)		1	\$58,658.49	\$58,658.49
30.33			Annual: Sensus Analytics Text Messages Unlimited (Year 9)		1	\$8,853.31	\$8,853.31
30.34			Annual: Customer Portal First 1,500 Users (Year 9)		1	\$7,544.32	\$7,544.32
30.35			Annual: Customer Portal Additional Users Above 1,500 (Year 9)			\$3.29	
30.36			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 9)		1	\$253.36	\$253.36
30.39			Annual M400 Basestation Extended Warranty (Year 9)		1	\$1,991.92	\$1,991.92
30.40			Annual Aqua-Metric Support (Year 9)		1	\$25,335.40	\$25,335.40
30.41			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 10)		1	\$66,875.42	\$66,875.42
30.42			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 10)		1	\$60,418.24	\$60,418.24
30.43			Annual: Sensus Analytics Text Messages Unlimited (Year 10)		1	\$9,118.91	\$9,118.91



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

May 4, 2022

Customer: McAllen Public Utility
Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
Address: 1300 Houston Ave
City, State, Zip: McAllen, TX 78501

Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
30.44			Annual: Customer Portal First 1,500 Users (Year 10)		1	\$7,770.64	\$7,770.64
30.45			Annual: Customer Portal Additional Users Above 1,500 (Year 10)			\$3.39	
30.46			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 10)		1	\$260.96	\$260.96
30.49			Annual M400 Basestation Extended Warranty (Year 10)		1	\$2,051.69	\$2,051.69
30.50			Annual Aqua-Metric Support (Year 10)		1	\$26,095.47	\$26,095.47
32	890-44-00132	Base	Annual Maintenance/ Subscription Fees, Support Services for complete AMI system and all other associated fees: Year 11-15. Indicate in comment section if separate cost per Base Station. Enter percentage adjustment for Year 7-11 (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter ".01".	LS	1	\$943,800.18	\$943,800.18
32.01			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 11)		1	\$68,881.69	\$68,881.69
32.02			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 11)		1	\$62,230.80	\$62,230.80
32.03			Annual: Sensus Analytics Text Messages Unlimited (Year 11)		1	\$9,392.48	\$9,392.48
32.04			Annual: Customer Portal First 1,500 Users (Year 11)		1	\$8,003.77	\$8,003.77
32.05			Annual: Customer Portal Additional Users Above 1,500 (Year 11)			\$3.50	
32.06			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 11)		1	\$268.78	\$268.78
32.09			Annual M400 Basestation Extended Warranty (Year 11)		1	\$2,113.23	\$2,113.23
32.10			Annual Aqua-Metric Support (Year 11)		1	\$26,878.32	\$26,878.32
32.11			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 12)		1	\$70,948.13	\$70,948.13
32.12			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 12)		1	\$64,097.72	\$64,097.72
32.13			Annual: Sensus Analytics Text Messages Unlimited (Year 12)		1	\$9,674.26	\$9,674.26
32.14			Annual: Customer Portal First 1,500 Users (Year 12)		1	\$8,243.88	\$8,243.88
32.15			Annual: Customer Portal Additional Users Above 1,500 (Year 12)			\$3.60	
32.16			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 12)		1	\$276.84	\$276.84
32.19			Annual M400 Basestation Extended Warranty (Year 12)		1	\$2,176.63	\$2,176.63
32.20			Annual Aqua-Metric Support (Year 12)		1	\$27,684.68	\$27,684.68
32.21			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 13)		1	\$73,076.58	\$73,076.58
32.22			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 13)		1	\$66,020.64	\$66,020.64
32.23			Annual: Sensus Analytics Text Messages Unlimited (Year 13)		1	\$9,964.49	\$9,964.49
32.24			Annual: Customer Portal First 1,500 Users (Year 13)		1	\$8,491.20	\$8,491.20
32.25			Annual: Customer Portal Additional Users Above 1,500 (Year 13)			\$3.71	
32.26			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 13)		1	\$285.16	\$285.16
32.29			Annual M400 Basestation Extended Warranty (Year 13)		1	\$2,241.93	\$2,241.93
32.30			Annual Aqua-Metric Support (Year 13)		1	\$28,515.22	\$28,515.22
32.31			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 14)		1	\$75,268.88	\$75,268.88
32.32			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 14)		1	\$68,001.27	\$68,001.27
32.33			Annual: Sensus Analytics Text Messages Unlimited (Year 14)		1	\$10,263.42	\$10,263.42
32.34			Annual: Customer Portal First 1,500 Users (Year 14)		1	\$8,745.93	\$8,745.93
32.35			Annual: Customer Portal Additional Users Above 1,500 (Year 14)			\$3.81	
32.36			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 14)		1	\$293.71	\$293.71
32.39			Annual M400 Basestation Extended Warranty (Year 14)		1	\$2,309.19	\$2,309.19
32.40			Annual Aqua-Metric Support (Year 14)		1	\$29,370.68	\$29,370.68
32.41			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 15)		1	\$77,526.94	\$77,526.94
32.42			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 15)		1	\$70,041.31	\$70,041.31
32.43			Annual: Sensus Analytics Text Messages Unlimited (Year 15)		1	\$10,571.32	\$10,571.32
32.44			Annual: Customer Portal First 1,500 Users (Year 15)		1	\$9,008.31	\$9,008.31
32.45			Annual: Customer Portal Additional Users Above 1,500 (Year 15)			\$3.94	
32.46			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 15)		1	\$302.52	\$302.52
32.49			Annual M400 Basestation Extended Warranty (Year 15)		1	\$2,378.47	\$2,378.47
32.50			Annual Aqua-Metric Support (Year 15)		1	\$30,251.80	\$30,251.80
33	890-44-00133	Base	Annual Maintenance/ Subscription Fees, Support Services for complete AMI system and all other associated fees: Year 16-20. Indicate in comment section if separate cost per Base Station. Enter percentage adjustment for Year 16-20 (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter ".01".	LS	1	\$1,094,123.07	\$1,094,123.07
33.01			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 16)		1	\$79,852.76	\$79,852.76
33.02			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 16)		1	\$72,142.54	\$72,142.54
33.03			Annual: Sensus Analytics Text Messages Unlimited (Year 16)		1	\$10,888.47	\$10,888.47
33.04			Annual: Customer Portal First 1,500 Users (Year 16)		1	\$9,278.57	\$9,278.57
33.05			Annual: Customer Portal Additional Users Above 1,500 (Year 16)			\$4.05	
33.06			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 16)		1	\$311.59	\$311.59
33.09			Annual M400 Basestation Extended Warranty (Year 16)		1	\$2,449.82	\$2,449.82
33.10			Annual Aqua-Metric Support (Year 16)		1	\$31,159.34	\$31,159.34
33.11			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 17)		1	\$82,248.33	\$82,248.33
33.12			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 17)		1	\$74,306.82	\$74,306.82
33.13			Annual: Sensus Analytics Text Messages Unlimited (Year 17)		1	\$11,215.11	\$11,215.11
33.14			Annual: Customer Portal First 1,500 Users (Year 17)		1	\$9,556.92	\$9,556.92
33.15			Annual: Customer Portal Additional Users Above 1,500 (Year 17)			\$4.18	
33.16			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 17)		1	\$320.94	\$320.94



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

May 4, 2022

Customer: McAllen Public Utility
Project: Citywide AMI/AMR Infrastructure Upgrade Project No. 12-21-C07-579
Attention: Purchasing & Contracting Department
Address: 1300 Houston Ave
City, State, Zip: McAllen, TX 78501

Item No.	Internal Ref. No.	Type	Description	UOM	Quantity	Unit Price	Extended Price
33.19			Annual M400 Basestation Extended Warranty (Year 17)		1	\$2,523.31	\$2,523.31
33.20			Annual Aqua-Metric Support (Year 17)		1	\$32,094.13	\$32,094.13
33.21			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 18)		1	\$84,715.79	\$84,715.79
33.22			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 18)		1	\$76,536.03	\$76,536.03
33.23			Annual: Sensus Analytics Text Messages Unlimited (Year 18)		1	\$11,551.57	\$11,551.57
33.24			Annual: Customer Portal First 1,500 Users (Year 18)		1	\$9,843.62	\$9,843.62
33.25			Annual: Customer Portal Additional Users Above 1,500 (Year 18)			\$4.30	
33.26			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 18)		1	\$330.57	\$330.57
33.29			Annual M400 Basestation Extended Warranty (Year 18)		1	\$2,599.01	\$2,599.01
33.30			Annual Aqua-Metric Support (Year 18)		1	\$33,056.96	\$33,056.96
33.31			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 19)		1	\$87,257.26	\$87,257.26
33.32			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 19)		1	\$78,832.11	\$78,832.11
33.33			Annual: Sensus Analytics Text Messages Unlimited (Year 19)		1	\$11,898.11	\$11,898.11
33.34			Annual: Customer Portal First 1,500 Users (Year 19)		1	\$10,138.93	\$10,138.93
33.35			Annual: Customer Portal Additional Users Above 1,500 (Year 19)			\$4.43	
33.36			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 19)		1	\$340.49	\$340.49
33.39			Annual M400 Basestation Extended Warranty (Year 19)		1	\$2,676.98	\$2,676.98
33.40			Annual Aqua-Metric Support (Year 19)		1	\$34,048.67	\$34,048.67
33.41			Annual: RNI Hosting - Up to 52,419 Water Accounts (Year 20)		1	\$89,874.98	\$89,874.98
33.42			Annual: Sensus Analytics Enhanced - Up to 52,419 Water Accounts (Year 20)		1	\$81,197.07	\$81,197.07
33.43			Annual: Sensus Analytics Text Messages Unlimited (Year 20)		1	\$12,255.06	\$12,255.06
33.44			Annual: Customer Portal First 1,500 Users (Year 20)		1	\$10,443.10	\$10,443.10
33.45			Annual: Customer Portal Additional Users Above 1,500 (Year 20)			\$4.56	
33.46			Annual: Customer Portal Text Messages Unlimited for 1,500 Users (Year 20)		1	\$350.70	\$350.70
33.49			Annual M400 Basestation Extended Warranty (Year 20)		1	\$2,757.29	\$2,757.29
33.50			Annual Aqua-Metric Support (Year 20)		1	\$35,070.12	\$35,070.12
34	890-44-00134	Base	Annual Hosting Services for complete AMI system and all other associated fees. Indicate in comment section if separate cost per base Station: Year 1 – 5	LS	1	Included in Above	Included in Above
35	890-44-00135	Base	Annual Hosting Services for Complete AMI System and all other associated fees: Year 6-10. Indicate in comment section if separate cost per Base Station. Enter percentage adjustment for Year 6-10 (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter “.01”.	LS	1	Included in Above	Included in Above
36	890-44-00136	Base	Annual Hosting Services for complete AMI system and all other associated fees: Year 11- 15. Indicate in comment section if separate cost per Base Station. Enter percentage adjustment for Year 11-15. (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter “.01”.	LS	1	Included in Above	Included in Above
37	890-44-00137	Base	Annual Hosting Services for complete AMI system and all other associated fees: Year 16-20. Indicate in comment section if separate cost per Base Station. Enter percentage adjustment for Year 16-20. (Not to Exceed Annual CPI) in decimal format, I.E. for 1%, enter “.01”	LS	1	Included in Above	Included in Above
Base Bid - Part VII: Add-On Work							
38	890-44-00138	Base	For existing meters located within either a concrete and/or asphaltic surface - this item covers the additional effort required for meter installation in areas with asphaltic and/or concrete surfaces. Includes cutting and replacing of surface with same materials to match existing conditions.	EA	400	\$218.75	\$87,500.00
38.01			Concrete Removal and Replacement (up to 6" from the meter box, does not include box removal)		400	\$218.75	\$87,500.00

Initial Deployment \$17,392,080.23
 Contingency \$607,919.77
 Operating Funds (Year 1 SaaS License Ref. No. 890-44-00105) \$144,683.57

Deployment Total \$18,144,683.57

Years 1-5 Services (Only)* \$714,682.65
 20-Year Services (Only)* \$3,566,736.20

*Includes Year 1 SaaS License Ref. No. 890-44-00105 (Operating Funds)



AGENDA ITEM 2.g.

PUBLIC UTILITY BOARD

DATE SUBMITTED **05/05/2022**

MEETING DATE **5/10/2022**

1. **Agenda Item:** Consideration and Action in purchasing a 6" portable pump with CDBG fund through Buyboard contract 589-19
2. **Party Making Request:**
David Garza, Director Wastewater Systems
3. **Nature of Request:** Purchase of 6" portable pump
4. **Budgeted:**

Bid Amount:	<u>\$63,232.34</u>	Budgeted Amount:	<u>\$0.00</u>
Under Budget:	<u>\$0.00</u>	Over Budget:	<u>\$0.00</u>
		Amount Remaining:	<u> </u>
5. **Reimbursement:**
6. **Routing:**

David Garza	Created/Initiated - 5/5/2022
Gerardo Noriega	Final Approval - 5/5/2022
7. **Staff's Recommendation:**
Purchasing Gorman Rupp 6" portable pump from Precision Pump System in Edinburg, TX
8. **City Attorney:**
9. **MPU General Manager:** Approved - MAV
10. **Director of Finance for Utilities:** Approved - MDC



McALLEN

PUBLIC UTILITY

WASTEWATER DIVISION

TO: Mark A. Vega, P.E., General Manager

FROM: David Garza, Director of Wastewater Systems

DATE: 05-04-2022

SUBJECT: Purchase of Gorman Rupp 6" Portable Backup Pump

The McAllen Public Utility Wastewater Systems received \$65,000 through CDBG to purchase 6" portable pump for our lift stations as a backup pump. Staff is recommending the purchase from Precision Pump System in Edinburg, TX., a Gorman Rupp 6" Diesel Driven Pump-trailer mounted with hoses and all fitting through BuyBoard contract 589-19 in the amount of \$63,232.34.

Recommendation

Staff recommends purchasing Gorman Rupp 6" portable pump from Precision Pump System in Edinburg, TX.

If you have any questions or need additional information, please do not hesitate to contact me. Thank you.



PRECISION PUMP SYSTEMS

3908 East Richardson Edinburg TX 78542

Phone: 956-378-9270



BuyBoard Contract # 589-19

Attn: CITY OF MCALLEN
Project: 6" DIESEL DRIVEN ISUZU
Contact: DAVID

Date: 4/27/22
Quote#PD#22441
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in Precision Pump Systems (PPS) to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included – 6 GORMAN RUPP DIESEL DRIVEN PUMPS WITH TRL, BATTERY, BUY BOARD FEES MODEL T6A60S-4LE2X FT4 ISUZU ENGINE WITH 6" SUCTION HOSE AND DISCHARGE WITH ALL FITTINGS AND FLOAT SYSTEM

Net Price: \$ 63,232.34

Freight Included

NOTES/EXCEPTIONS

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
PRISCILLA DOMINGUEZ
OUTSIDE SALES

PRECISION PUMP SYSTEMS
M: 956.578.1053
pdominguez@precisionpumpsystems.com

APPROVED BY: _____

DATE: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221



Diesel Engine Driven Self Priming Centrifugal Pump w/Autostart

Model T6A60S-4LE2X FT4

Size 6" x 6"



Total Head		Capacity of Pump in U.S. Gallons per Minute (GPM) at Continuous Performance				
P.S.I.	Feet					
59.0	136	400	400	400	400	400
52.0	120	730	760	760	760	760
43.3	100	750	1050	1170	1170	1170
34.7	80	760	1060	1290	1460	1500
26.0	60	770	1070	1300	1500	1620
17.3	40	780	1080	1310	1510	1640
Suction Lift		25'	20'	15'	10'	5'



PUMP SPECIFICATIONS

Size: 6" x 6" NPT (152 mm x 152 mm) - Female.
Casing: Gray Iron 30. Maximum Operating Pressure 98 psi (675 kPa).
Semi-Open Type, Two Vane Impeller: Ductile Iron 65-45-12.
 Handles 3" (76,2 mm) Diameter Spherical Solids.
Impeller Shaft: Stainless Steel 17-4 PH.
Replaceable Wear Plate: Carbon Steel 1015.
Removable Adjustable Cover Plate: Gray Iron 30; 50 lbs. (23 kg).
Flap Valve: Neoprene w/Steel Reinforcing.
Seal Plate: Gray Iron 30.
Shaft Sleeve: Alloy Steel 4130.
Seal: Cartridge Type, Mechanical, Oil-Lubricated, Double Floating, Self-Aligning, Silicon Carbide Rotating and Stationary Faces. Stainless Steel 316 Stationary Seat. Fluorocarbon Elastomers (DuPont Viton or Equivalent). Stainless Steel 18-8 Cage and Spring. Maximum Temperature of Liquid Pumped 160°F (71°C).
Bearing Housing: Gray Iron 30.
Radial Bearing: Open Single Ball.
Thrust Bearing: Open Double Ball.
Bearing and Seal Cavity Lubrication: SAE 30 Non-Detergent Oil.
Flanges: 125# Gray Iron 30.
Gaskets: Buna-N, Compressed Synthetic Fibers, PTFE, Vegetable Fiber, Cork, and Rubber.
O-Rings: Buna-N.
Hardware: Standard Plated Steel.
Brass Pressure Relief Valve.
Bearing and Seal Cavity Oil Level Sight Gauges.
**Consult Factory for Applications Exceeding Maximum Pressure and/or Temperature Indicated.*
Standard Equipment: Hoisting Bail. 90° Discharge Elbow. Strainer. **Single Ball Type Float Switch. Full Feature Control Panel****
Optional Equipment: Battery. Skid Drag Base Kit. High Speed (55 MPH/89 KM/H) Single Axle Pneumatic-Tired Wheel Kit w/wd. DOT-Approved Lights and Electric Brakes. **Tandem Axle Over-the-Road Trailer**(Meets DOT Requirements) Available w/Either Electric or Hydraulic Surge Brakes, Running Lights, Jack Stands and Safety Cables/Chains. Liquid Level Transducer.
***50 Ft. (15 m) Standard Length; Dual Switches and Alternate Cable Lengths Available From the Factory.*

WARNING!

Do not use in explosive atmosphere or for pumping volatile flammable liquids.

ENGINE SPECIFICATIONS

Model: Isuzu 4LE2X.
EPA Tier: Final Tier 4.
Type: Four Cylinder, Turbo, Charge Air Cooled Diesel Engine.
Displacement: 134 Cu. In. (2,2 Liters).
Lubrication: Forced Circulation.
Air Cleaner: Dry Type.
Fuel Tank: 70 U.S. Gals. (265 Liters).
Full Load Operating Time: 26 Hrs.
Starter: 12V Electric.
Standard Features: Muffler w/Weather Cap. DOC Exhaust After-Treatment System.
Engine Control Features: Padlockable Box with Throttle Control, Tachometer, Coolant Temperature, Oil Pressure, Voltage and Overstart Indicators/Shut-downs. Manual/Stop/Auto Keyswitch. Audible Startup Warning Delay. Fuel Level Display/Alarm/Shutdown (For Use With Fuel Level Sensor).

ISUZU PUBLISHED PERFORMANCE:
 Maximum Gross Continuous BHP
 62 (46 kW) @ 2400 RPM



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.

Specification Data

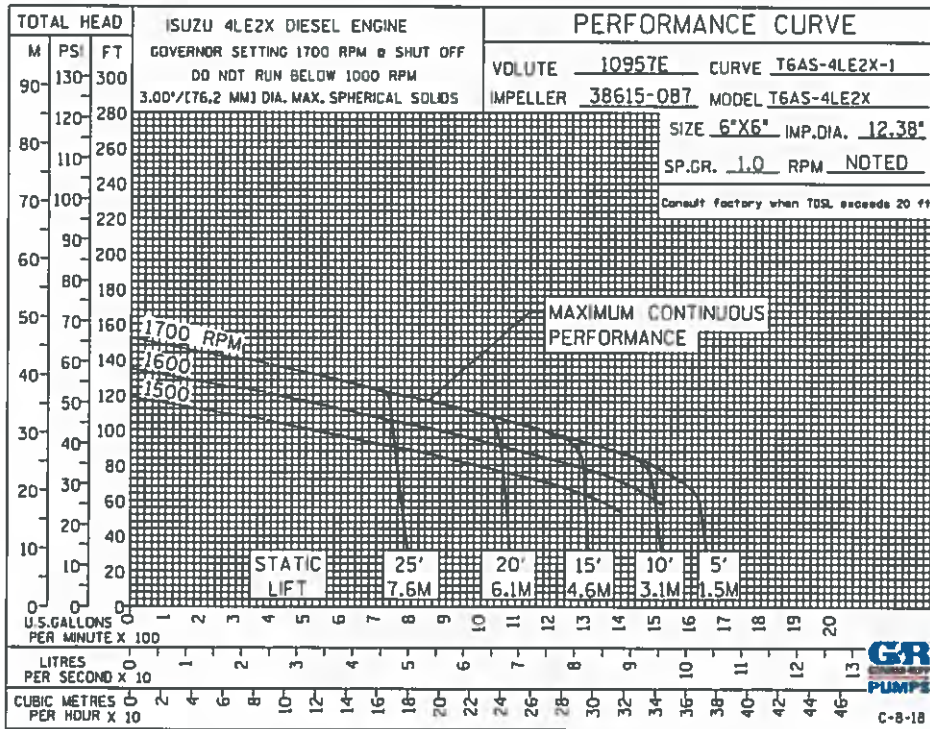
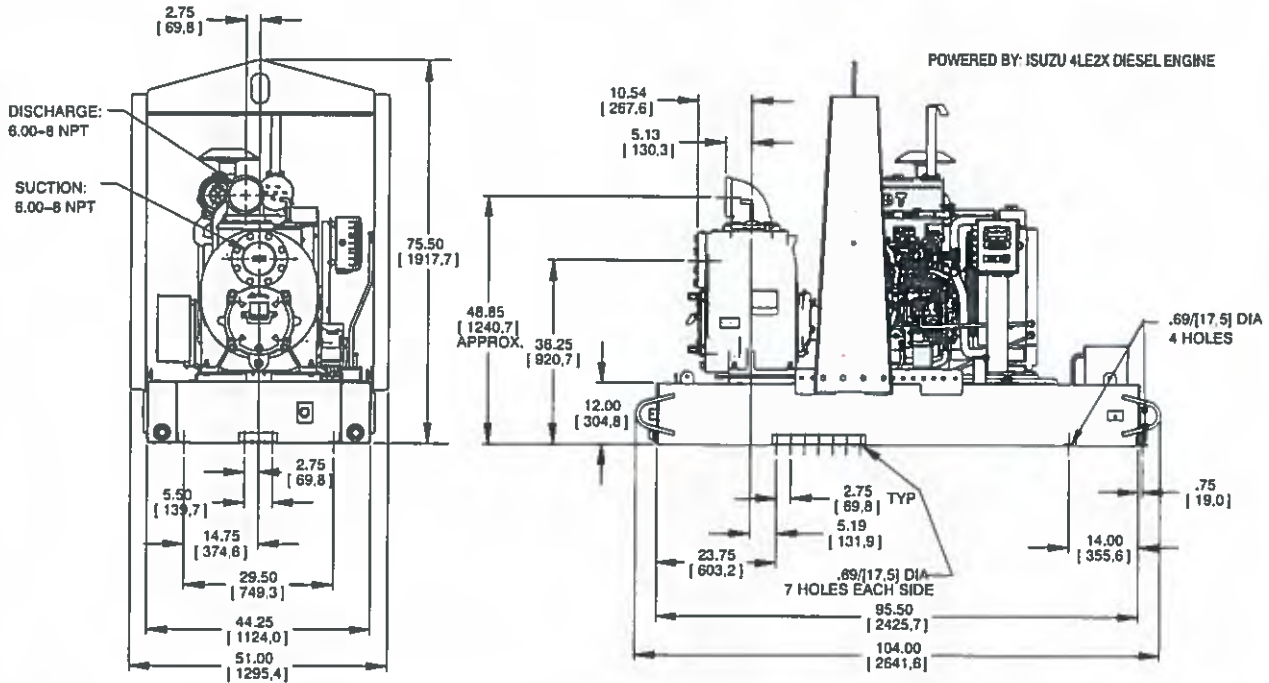
SECTION 45, PAGE 1568

APPROXIMATE
DIMENSIONS and WEIGHTS

NET WEIGHT:
SHIPPING WEIGHT:
EXPORT CRATE SIZE:

SKID BASE
3395 LBS. (1540 KG.)
3630 LBS. (1646 KG.)
272.5 CU. FT. (7,7 CU. M.)

2-WHEEL
3905 LBS. (1771 KG.)
3905 LBS. (1771 KG.)



GORMAN-RUPP PUMPS

www.grpumps.com

Specifications Subject to Change Without Notice

Printed in U.S.A.



	AGENDA ITEM	<u>3.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/04/2022
	MEETING DATE	5/10/2022

1. Agenda Item: Discussion and Approval of Yuma Subdivision
2. Party Making Request:
Erika Gomez, Developmental Activities
3. Nature of Request: Request of MPUB approval from the developer of the proposed subdivision.
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: Sewerline reimbursement to MPU in the amount of \$3,725.93 for the Country Club Sewer improvements project.
6. Routing:
Erika Gomez Created/Initiated - 5/4/2022
7. Staff's Recommendation: Approval of the subdivision as conditions set forth.
8. City Attorney: Approve. IJT
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
THRU: Carlos Gonzalez, P.E., Utility Engineer
FROM: Erika Gomez, E.I.T., Asst. Utility Engineer
DATE: May 2nd, 2022
SUBJECT: **Yuma Subdivision; Consideration & Approval of Subdivision**

This property is located on the northwest corner of South McColl Rd and Yuma Avenue. It is located within the McAllen City Limits and is being proposed as C-2 commercial. The tract consists of 2.009 acres and will be a convenience store.

The subdivision application was originally filed with the City on February 25th, 2022 and has received preliminary P&Z approval on March 10th, 2022. The information required from the developer's engineer for this agenda was received on April 29th, 2022.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 8-inch waterline that runs along the south side of Yuma Ave. and install a 4-inch service for domestic service and a 6-inch line to install a fire hydrant for fire protection.
2. **Sewer Service:** The applicant is proposing to connect to an existing 8-inch sewer line that runs along the western property line and serve the property with a 6-inch sewer service.
3. The developer has submitted a Reimbursement Waiver.
4. This property falls within the MPU Country Club Sewer improvements reimbursement service area.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a 10ft. utility easement along the perimeter of the property for future public Utility improvements; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Individual water and sewer services for each lot to be installed; 4) Payment of a sewerline reimbursement to MPU for Country Club Sewer Improvements in the amount \$3,725.93

I'll be available for further discussion/questions at the MPUB meeting.



April 25, 2022

Re: **Utility Narrative**
7-Eleven, McAllen
S. McColl Rd & E. Yuma Ave
TAI Project Number: 1685-2106

To Whom It May Concern:

Please use this as a supplement to the enclosed Plat Submittal. The proposed site at the northwest corner of S. McColl Rd and E. Yuma Ave intersection is a planned Convenience Store and Gas Station. There is an existing 8" waterline along the southern ROW of E. Yuma. An 8"x6" tap will be made for fire service, and an 8"x4" tap will be made for domestic service. Installation of both lines under E. Yuma will be made via bore & jack. Once beyond the northern curb line, a fire hydrant will be placed on the 6" line, and a 1" irrigation tap and a 1 1/2" domestic water tap will be made to service the new site. An existing sanitary sewer line runs north-south, approximately 5' offset from the western property line. The sanitary sewer service from the building will tie into the existing line via sanitary sewer stack and continuing flowing south to the existing manhole at the southwest corner of the property.

Stormwater interior to the site will be collected by a series of inlets and channels and taken to an on-site detention pond. The pond will include 1 outlet pipe, designed to control site runoff per the City of McAllen Design Manual. Within the ROW of S. McColl Rd, a junction box will be installed around the existing 30" storm drain. The junction box will tie in the proposed detention pond outlet to the existing storm line.

A copy of the Utility Plan has been included in this submittal, which presents the information as described above. If you have any questions about the information provided, please feel free to contact me.

Sincerely,
Terra Associates, Inc.
a Bowman Company

A handwritten signature in blue ink that reads "J. Hora".

Jamie Hora, P.E.
Project Manager

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to LASCO Development Corporation hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

7-Eleven @ E. Yuma and S. McColl And proposes to construct Utility Improvements as shown on a plan designed by Terra Associates, a Bowman Company dated April ²⁵ 18, 2022, hereinafter called the IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in duplicate originals this _____ day of _____, 20____

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____
Marco A Vega, P.E.
General Manager
McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary


DEVELOPER

BY: _____ 4/19/22
NAME & Jairo Romeo
ADDRESS: 1207 Antoine Dr. Houston Texas. 77055

**SUBDIVISION REIMBURSEMENT WORKSHEET
YUMA SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS	
SEWER:	MPU: COUNTRY CLUB SEWER IMPROVEMENTS
COST:	\$1,686.02 x 2.009 AC \$3,387.21
10% ADMIN FEE <10 YEARS	338.72
SEWER LINE REIMBURSEMENT	\$3,725.93

TOTAL REIMBURSEMENT DUE **\$3,725.93**

Prepared By:  Date: 3/15/2022 Reviewed By: _____

Escrows will be adjusted upon execution of Final Reimbursement Certificate

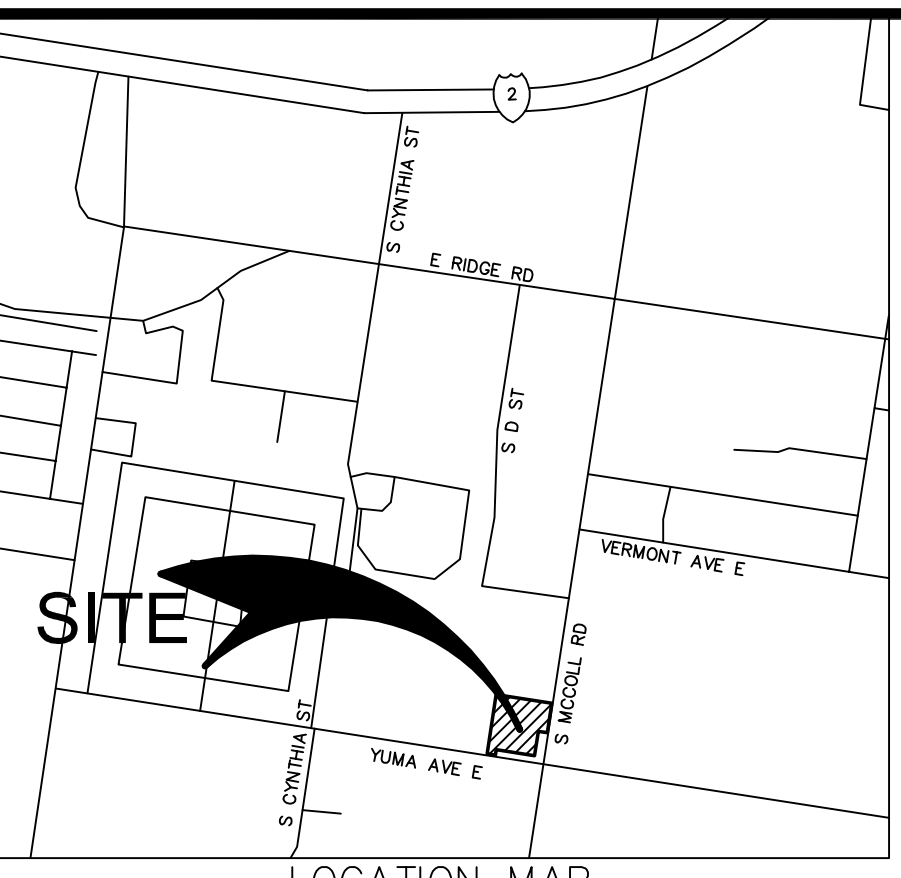
I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature:  4/19/22

Print: Jairo Romeo

SUBDIVISION PLAT OF YUMA SUBDIVISION

2.009 ACRES OUT OF LOT 5, BLOCK 15 STEELE AND PERSHING
SUBDIVISION OF THE EAST HALF OF PORCION 66 AND ALL OF
PORCION 67 AS SHOWN BY PLAT OF RECORD IN VOLUME 8 AT PAGE
115 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS.



LEGEND:

- ① = 1/2" IRON BAR WITH A BLUE CAP MARKED "RDE 6496" FOUND SET IN THE GROUND
- ② = SET 1/2" IRON BAR WITH AN ORANGE CAP MARKED "SLS RPLS 5142"
- ③ = CALCULATED POINT
- (F) = FIELD BEARING
- R.O.W. = RIGHT-OF-WAY
- O.R.H.C.T.X. = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- O.G.R.H.C.T.X. = OIL AND GAS RECORDS OF HIDALGO COUNTY, TEXAS
- VOL. = VOLUME
- PG. = PAGE
- ℄ = CENTERLINE

SURVEYORS' NOTES:

1. SET PROPERTY CORNERS ARE MONUMENTED WITH AN ORANGE CAP MARKED "SLS RPLS 5142" UNLESS NOTED OTHERWISE.
2. COORDINATES AND BEARINGS SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH ZONE 4205 DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORRS NETWORK.
3. DIMENSIONS SHOWN ARE SURFACE SCALE FACTOR USED IS 1.000040. THE ROTATION GRID TO PLAT IS 0°00'00".
4. THE SUBJECT PROPERTY IS LOCATED PARTIALLY IN ZONE B, AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD AND PARTIALLY IN ZONE C, AREAS ON MINIMAL FLOODING PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NUMBER 4803340420C, HIDALGO COUNTY, TEXAS, LATEST REVISION NOVEMBER 16, 1982.

SETBACK NOTES:

FRONT: SOUTH MCCOLL ROAD - IN ACCORDANCE WITH ZONING ORDINANCE, OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, OR IN LINE WITH AVERAGE SETBACKS, WHICHEVER IS GREATER.

EAST YUMA AVENUE - IN ACCORDANCE WITH ZONING ORDINANCE, OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, OR IN LINE WITH AVERAGE SETBACKS, WHICHEVER IS GREATER.

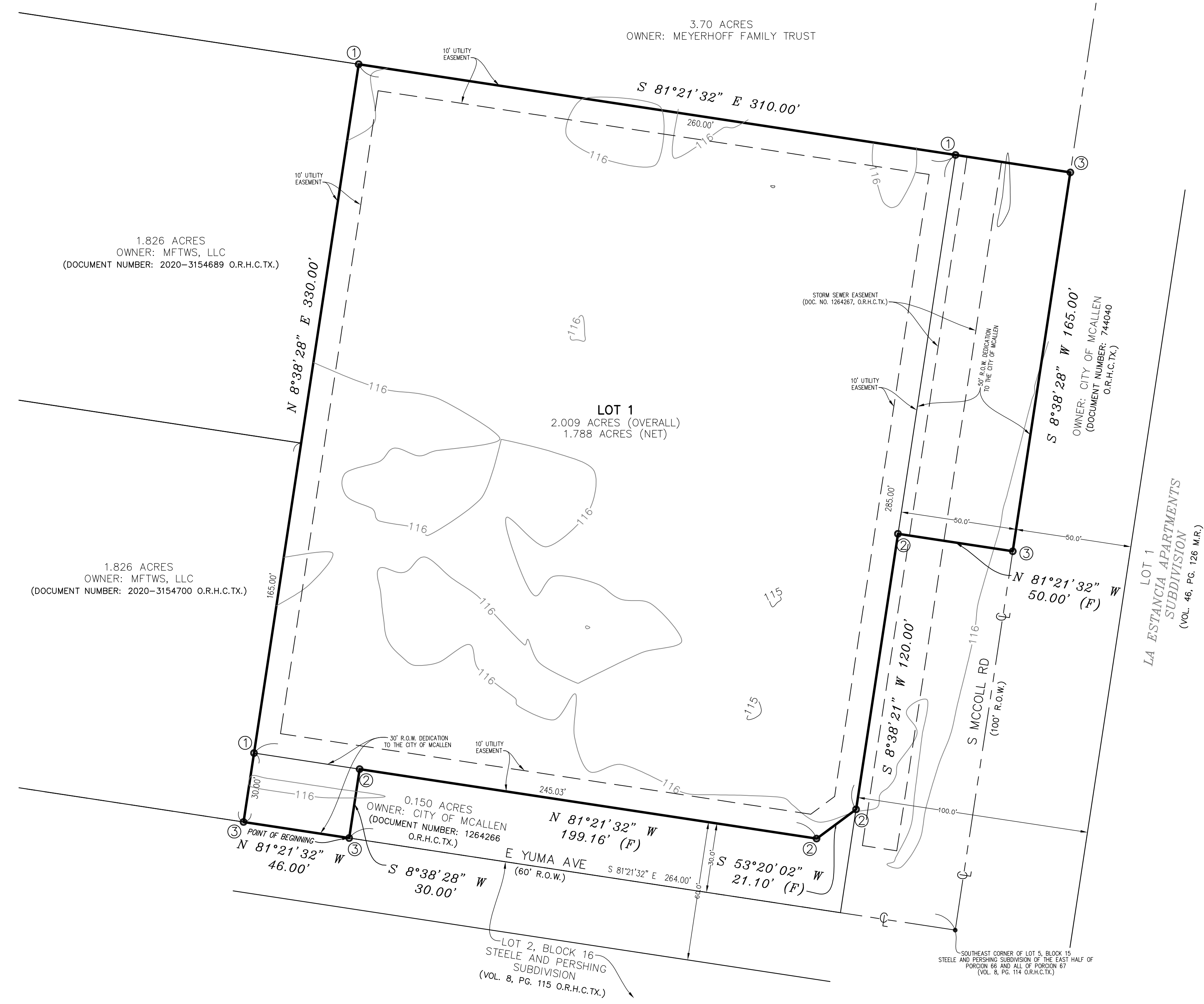
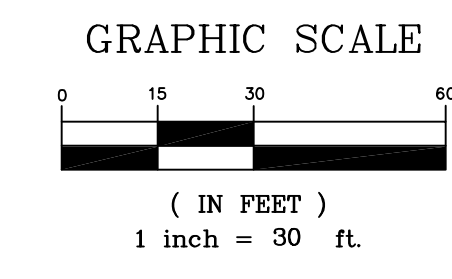
REAR: IN ACCORDANCE WITH ZONING ORDINANCE, OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, OR IN LINE WITH AVERAGE SETBACKS.

SIDES: IN ACCORDANCE WITH ZONING ORDINANCE, OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN, OR IN LINE WITH AVERAGE SETBACKS.

CORNER: SEE FRONT SETBACK NOTE ABOVE.

BUFFERS NOTES:

1. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES.
2. 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS YUMA SUBDIVISION, AN ADDITION TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE CITY USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, EASEMENTS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER HER SUBDIVISION APPROVAL PROCESS OF THE CITY OF McALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES IF THE APPLICABLE AUTHORITIES OF THE CITY OF McALLEN.

NAME _____
ADDRESS _____
STATE ZIP _____
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE.

GIVEN UNDER MY HAND & SEAL OF OFFICE
THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC
HIDALGO COUNTY, TEXAS

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

JIM DARRING _____ DATE _____
MAYOR, CITY OF McALLEN

CITY CLERK _____ DATE _____

PLANNING AND ZONING

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

CHAIRMAN _____ DATE _____
PLANNING AND ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.E.M.
GENERAL MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS _____ DAY OF _____, 20____. NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT OF WAYS OR EASEMENTS.

PRESIDENT _____ ATTEST: _____
SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, TO THE BEST OF MY KNOWLEDGE. THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

WILLIAM "BILL" SCHOCK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 88636 _____

STATE OF TEXAS
COUNTY OF HIDALGO

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY EMPLOYEES OF SINCLAIR LAND SURVEYING, INC. UNDER MY SUPERVISION.

LEMUEL T. SINCLAIR, R.P.L.S. #5142
REGISTERED PROFESSIONAL LAND SURVEYOR _____

PROJECT SURVEYOR:

SINCLAIR LAND SURVEYING, INC.
3411 MAGIC DRIVE
SAN ANTONIO, TEXAS 78229
210-341-4518
TBPELS FIRM NO. 10089000
JOB NUMBER: S-202160534
JULY 2020

PROJECT ENGINEER:

8122 DATAPoint RD., STE. 202
SAN ANTONIO, TEXAS 78229
PHONE: 210-298-1600
EMAIL: BOS@terraassoc.com
TBPE Registration No.: F-14309

ALL MATERIALS AND METHODS SHALL MEET THE CITY OF McALLEN STANDARDS AND SPECIFICATIONS.

CONTRACTOR TO INCLUDE IN THEIR BID PRICE ALL FEES ASSOCIATED WITH WATER AND SEWER TAPPING, IMPACT, CONNECTION, AND INSPECTIONS.

CONTRACTOR TO CONTACT THE CITY OF McALLEN AND T00T AT LEAST 48 HRS BEFORE STARTING CONSTRUCTION.

ALL SANITARY SEWER AND WATER WORK IN THIS SET OF PLANS SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE, PERMITTED AND INSPECTED BY THE COUNTY BUILDING INSPECTION DIVISION AND INSTALLED BY A LICENSED PLUMBER.

THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING PUBLIC AND PRIVATE UTILITIES THAT HAVE OR MAY HAVE ANY EFFECT ON THE PROPOSED IMPROVEMENTS BEFORE ANY WORK COMMENCES. THE INSTALLATION OF ALL GRAVITY FLOW PIPES SHALL BEGIN AT THE OUTFALL OR CONNECTION TO THE EXISTING SYSTEM AND PROCEED UPSTREAM. IF ANY DISCREPANCY FROM THE PLAN IS FOUND, THE CONTRACTOR IS TO NOTIFY TERRA ASSOCIATES, INC. BEFORE PROCEEDING FURTHER.

TRENCH EXCAVATION SAFETY PROTECTION:
CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

JOINT RESTRAINT NOTE:
CONTRACTOR SHALL INSTALL RETAINER GLANDS AT ALL FITTINGS AND PROVIDE JOINT RESTRAINING HARNESSES OR FIELD LOCK GASKETS AT ALL JOINTS WITHIN THE LENGTH SHOWN. CONTRACTOR SHALL ENSURE THAT ALL TEES, BENDS, VALVES, ETC. HAVE A MINIMUM OF 5 FT OF PIPE WITH NO JOINTS ON EACH SIDE OF THE FITTING. JOINT RESTRAINTS AND RETAINER GLANDS SHALL BE CALCULATED BY THE DEVELOPER'S ENGINEER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE JOINT RESTRAINTS WITH THE DEVELOPER'S ENGINEER.

WATER KEY NOTES:

- INSTALL (PVT) 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTION DEVICE (RPZD) IN FREEZE AND THEFT PROOF ENCLOSURE LOCATED INSIDE PROPERTY BOUNDARY. PROVIDE 1" SCH 40 PVC STUB FOR IRRIGATION. SEE IRRIGATION PLANS FOR COORDINATION AND CONTINUATION. CITY OF McALLEN TO INSPECT PRIOR TO BACKFILL. SEE DETAIL ON SHEET C14.0.
- INSTALL (PVT) 2" REDUCED PRESSURE ZONE BACKFLOW PREVENTION DEVICE (RPZD) IN FREEZE AND THEFT PROOF ENCLOSURE LOCATED INSIDE PROPERTY BOUNDARY. THE CITY OF McALLEN TO INSPECT PRIOR TO BACKFILL. SEE DETAIL ON SHEET C14.0.
- STUB WATERLINE APPROX. 3' FROM EDGE OF BUILDING. VERIFY EXACT LOCATION. SEE PLUMBING PLANS FOR CONTINUATION.
- CONTRACTOR TO NOTIFY CITY 48 HOURS PRIOR TO CONSTRUCTION. CONTRACTOR RESPONSIBLE TO REPAIR SIDEWALK AND CURB & GUTTER IF DAMAGED DURING CONSTRUCTION.

SEWER KEY NOTES:

- CONNECT PROPOSED SANITARY SEWER TO EXISTING LINE WITH SANITARY SEWER STACK.
- INSTALL 6" CLEANOUT TO GRADE AT ALL BENDS. SEE DETAIL ON SHEET C14.0. ALL CLEANOUTS IN PAVEMENT AREA TO BE TRAFFIC DUTY.
- CONNECT TO 4" STUB FROM BLDG LEAD. SEE PLUMBING PLANS FOR CONTINUATION. VERIFY EXACT LOCATION.
- CONTRACTOR TO INSTALL GREASE TRAP AND SAMPLE WELL. REFER TO MEP PLANS FOR DETAILS AND CONTINUATION.

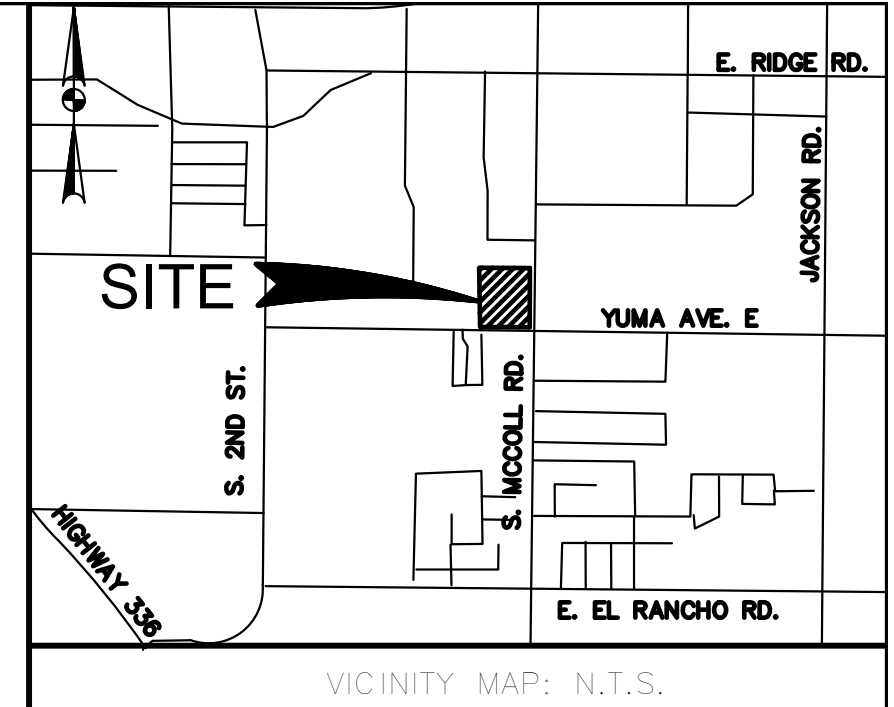
DRY UTILITY KEY NOTES:

- INSTALL 4" SCH 40 PVC CONDUIT (BY CONTRACTOR) FOR PRIMARY UNDERGROUND ELECTRIC LINES (BY AEP) TO SERVE 7-ELEVEN AS CONCEPTUALLY SHOWN HEREON (FINAL LOCATIONS TO BE DETERMINED BY AEP).
- PROP 3-PHASE PAD MOUNTED TRANSFORMER (CONCRETE PAD TO BE INSTALLED BY CONTRACTOR, TRANSFORMER TO BE INSTALLED BY AEP). COORDINATE WITH AEP & MEP PLANS FOR ELECTRICAL REQUIREMENTS, TRANSFORMER SIZE, AND METER LOCATION.
- COORDINATE WITH AT&T AND MEP PLANS FOR TELE/COMM SERVICE REQUIREMENTS AND CONDUIT SIZES. INSTALL ALL NECESSARY CONDUITS FOR UNDERGROUND SERVICES TO BLDG PRIOR TO PAVING. REFER TO MEP PLANS FOR CONTINUATION. SEE TELE/COMM CONDUITS DETAIL ON THIS SHEET FOR TYPICAL SEPARATION AT PROPERTY LINE.
- COORDINATE WITH TEXAS GAS SERVICE TO LOCATE EXISTING 2" GAS MAIN IN E. YUMA AVE. ROW AND MAKE CONNECTION FOR NAT GAS SERVICE. COORDINATE WITH TEXAS GAS SERVICE & MEP PLANS FOR NAT GAS REQUIREMENTS, SERVICE LINE SIZE, AND METER LOCATION.

UTILITY COMPANY CONTACTS:

- THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, TO INCLUDE SERVICE LATERALS SHOWN IN THESE PLANS ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITY SERVICE LINES 48 HOURS PRIOR TO EVACUATION AND TO PROTECT THE SAME DURING CONSTRUCTION. CONTRACTOR SHALL CALL THE TEXAS ONE CALL SYSTEM FOR UTILITY LOCATIONS PRIOR TO ANY WORK IN CITY EASEMENTS OR STREET RIGHT-OF-WAY AT 1-800-545-6005.

WATER	McALLEN PUBLIC UTILITY	(956) 681-1770
WASTEWATER	McALLEN PUBLIC UTILITY	(956) 681-1770
ELECTRIC	AEP TEXAS	(800) 373-4868
GAS	TEXAS GAS SERVICE	(800) 700-2443
TELEPHONE	AT&T	(956) 630-8261
CABLE	SPECTRUM	(956) 365-3266



FLOODPLAIN INFORMATION :

THE SUBJECT PROPERTY IS LOCATED WITHIN SHADED ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD) PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM PANEL NUMBER 4803340425 C, HIDALGO COUNTY, TEXAS, EFFECTIVE NOVEMBER 16, 1982.

BENCHMARK NOTE :

BENCHMARK #1
CHISELED "X" SET IN CONCRETE
ELEVATION = 116.35'

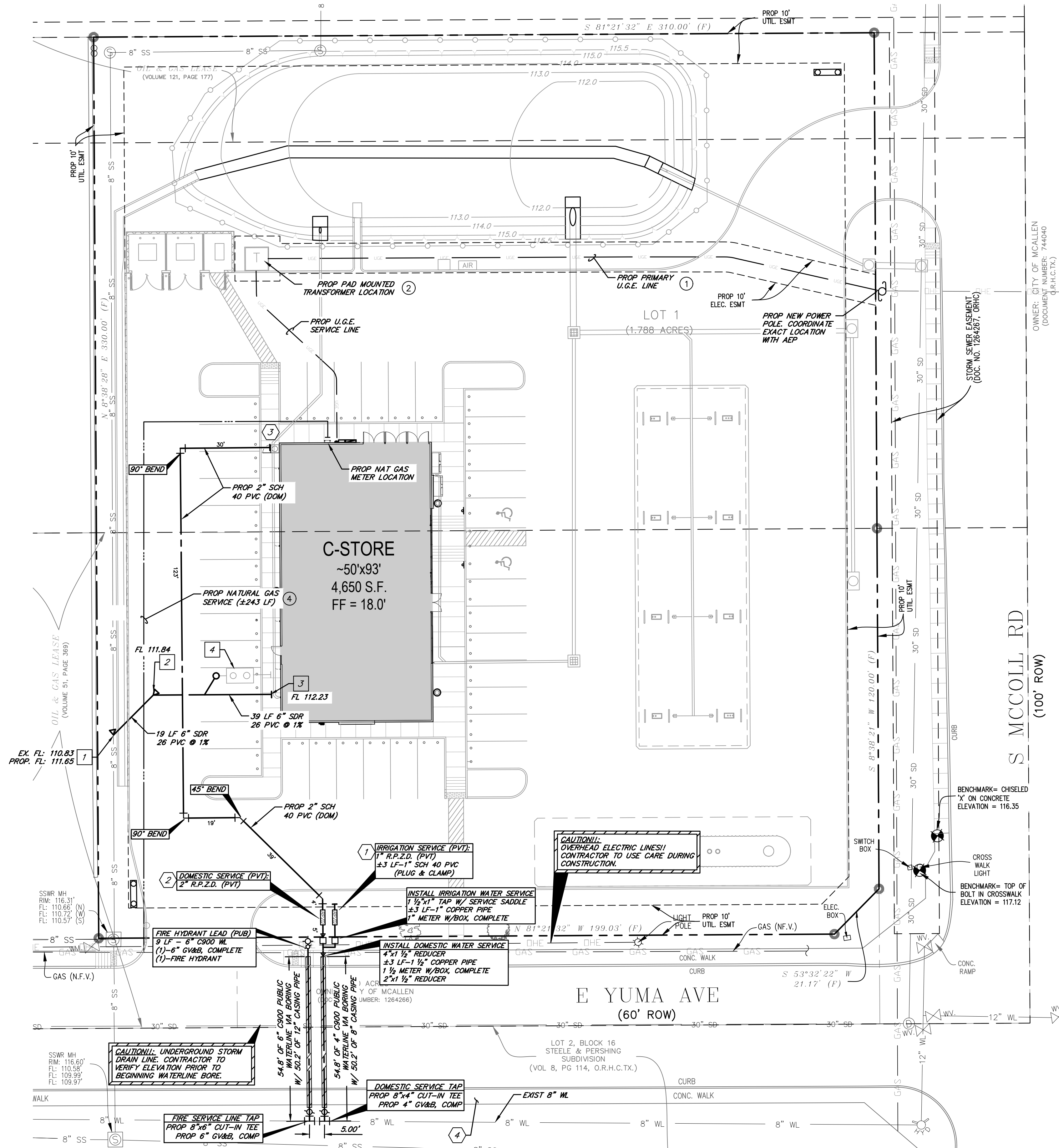
BENCHMARK #2
TOP OF BOLT IN CROSSWALK
ELEVATION = 117.12'

LEGAL DESCRIPTION:

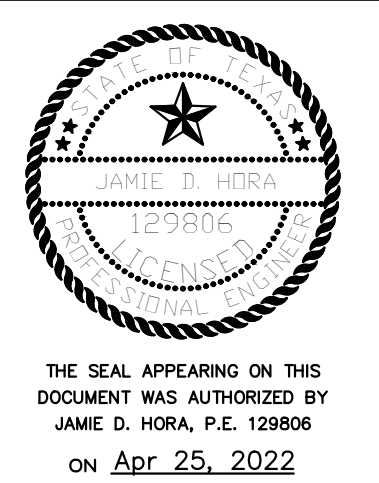
2.009 ACRES OF LAND OUT OF LOT 5, BLOCK 15 STEELE & PERSHING SUBDIVISION OF THE EAST 1/2 OF PORCION 66 AND ALL OF PORCION 67, CITY OF McALLEN, HIDALGO COUNTY, TEXAS.

LEGEND

	PROP DOUBLE CHECK DETECTOR ASSEMBLY
	PROP REDUCED PRESSURE ZONE BACKFLOW PREVENTER
	PROP WATER METER
	PROP REDUCER
	PROP CLEAN OUT
	PROP SAMPLE WELL BASIN
	PROP FIRE HYDRANT

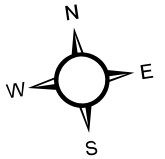


OWNER: CITY OF McALLEN
(DOCUMENT NUMBER 74494)
(DATE: 6/14)










THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAMIE D. HORA, P.E. 129806 ON Apr 25, 2022

REV. NO.	DESCRIPTION	DATE	APP.
7-ELEVEN 2416 S. MCCOLL ROAD McALLEN, TX 78503 UTILITY PLAN			
DRAWN BY: JDH		SCALE: 1"=20'	
CHECKED BY: WOS		DATE: 04/25/2022	
PROJECT No. S-1685-2106		SHEET No. C7.0	
		8122 DATAPoint RD., STE. 202 SAN ANTONIO, TEXAS 78229 PHONE: 210-298-1600 EMAIL: BOS@terraassoc.com TBPE Registration No.: F-14309	



***UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED DESIGN OR CONSTRUCTION.**

Legend

-  Prop_Valves
-  Prop Hydrants
-  Prop Waterlines
-  Prop Manholes
-  Water Valve
-  Fire Hydrant
-  Water Lines
-  Manholes
-  Sewer Lines



	AGENDA ITEM	<u>3.b.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/03/2022
	MEETING DATE	5/10/2022

1. Agenda Item: Discussion and Approval of Uvalde Villas Subdivision.
2. Party Making Request:
Erika Gomez, Developmental Activities
3. Nature of Request: Request of MPUB approval from the developer of the proposed subdivision
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: N/A
6. Routing:
Erika Gomez Created/Initiated - 5/3/2022
7. Staff's Recommendation: Approval of the subdivision as conditios set forth.
8. City Attorney: Approve. IJT
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
THRU: Carlos Gonzalez, P.E., Utility Engineer
FROM: Erika Gomez, E.I.T., Asst. Utility Engineer
DATE: May 2nd, 2022
SUBJECT: Uvalde Villas Subdivision; Consideration & Approval of Subdivision

This property is located on the southwest corner of Uvalde Ave and 6th Street. It is located within the McAllen City Limits. The tract consists of 7.393 acres and is being proposed as R-3A multifamily.

The subdivision application was originally filed with the City on October 29th, 2021 and has received preliminary P&Z approval on November 17th, 2021. The information required from the developer's engineer for this agenda was received on April 29th, 2022.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to connect to an existing 8-inch waterline that runs along the north side of Uvalde Ave. and extend an 8-inch waterline that will run in the interior of the subdivision and connect to an existing 8-inch waterline that runs on the southern boundary of the property. Applicant is proposing to install all necessary services and fire protection within the subdivision.
2. **Sewer Service:** The applicant is proposing to connect to an existing 8-inch sewer line that runs within the property. Two (2) proposed 8-inch sewerlines will be connected to existing sewerline to provide service to the proposed buildings.
3. The developer has submitted a Reimbursement Waiver.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a 10ft. utility easement along the perimeter of the property and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Individual water and sewer services for each lot to be installed.

I'll be available for further discussion/questions at the MPUB meeting.

MEMORANDUM

Date: April 29, 2022
To: Rafael Balderas, McAllen PUB
CC: Texas Grey Oaks
From: Mario A. Reyna, P.E.
Subject: UVALDE VILLAS SUBDIVISION

Following is a description of the water and sewer as proposed for the above referenced subdivision:

WATER - MPUB

There is an existing 8-inch waterline along the North right-of-way of Uvalde Avenue and an 8-inch waterline along the South property line. There will be one (1) connection along the east side of the property, two (2) or more connections will be made to the south waterline and an 8-inch loop interior as per attached water layout. The proposed 8-inch water line will run within the proposed easements and will provide all necessary services and fire protection to the lots within said Uvalde Villas Subdivision. This is a 1 lot multi-family subdivision with a total of 8 buildings (7 apartment units and clubhouse) and a pool.

SANITARY SEWER- MPUB

There is an existing 6-inch sanitary sewer line that travels between the property. Two (2) proposed 8-inch sanitary sewer line connections will provide service to the proposed lot and buildings.

Respectfully,

Mario A. Reyna, P.E.
Melden & Hunt, Inc.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to TGO UVALDE 21, A TEXAS LIMITED PARTNERSHIP hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

UVALDE VILLAS SUBDIVISION and proposes to construct Utility Improvements as
(Subdivision Name)

Shown on a plan designed by Melden & Hunt, Inc. dated March 26, 2021, hereinafter called the
(Engineering Firm)

IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____
(Approval date)

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in triplicate originals this _____ day of _____, 20____.

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____
Mark Vega, P.E. -
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER/OWNER:

BY: *S.P.R.M.*
TGO UVLADE 21, LP, A TEXAS
LIMITED PARTNERSHIP
9907 Moorberry
Houston, Texas 77080

SUBDIVISION MAP OF UVALDE VILLAS SUBDIVISION

7.393 ACRES CONSISTING OF:
TRACT 1: 0.218 OF ONE ACRE
BEING THE WEST 69 FEET OF THE EAST 1/4 OF LOT 8,
HOLLENBECK SUBDIVISION,
TRACT 2: 0.282 OF ONE ACRE
BEING THE WEST 1/2 OF LOT 10 AND THE EAST 10 FEET OF SAID
LOT 8, ALL OF SAID HOLLENBECK SUBDIVISION,
TRACT 3: 3.000 ACRES
BEING OUT OF LOT 15, SOUTHEAST 1/4 SECTION 7,
HIDALGO CANAL COMPANY SUBDIVISION,
TRACT 5: 0.250 OF ONE ACRE BEING THE EAST 1/4 OF SAID LOT 10,
OF SAID HOLLENBECK SUBDIVISION,
TRACT 6: 0.250 OF ONE ACRE BEING THE EAST 1/4 OF LOT 12, OF
SAID HOLLENBECK SUBDIVISION,
TRACT 7: 0.997 OF ONE ACRE BEING ALL OF LOTS 14 AND 16, OF
SAID HOLLENBECK SUBDIVISION,
AND TRACT 8: 2.396 ACRES OUT OF SAID LOT 15,
OF SAID SOUTHEAST 1/4 SECTION 7, OF
SAID HIDALGO CANAL COMPANY SUBDIVISION

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 7.393 ACRES, SITUATED IN THE CITY OF McALLEN, HIDALGO COUNTY, TEXAS, CONSISTING OF:
TRACT 1: 0.218 OF ONE ACRE BEING THE WEST 69 FEET OF THE EAST HALF OF LOT 8, HOLLENBECK SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGE 31, HIDALGO COUNTY MAP RECORDS, SAID 0.218 OF ONE ACRE WAS CONVEYED TO ALONZO CANTU, TRUSTEE, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1952688, HIDALGO COUNTY OFFICIAL RECORDS;
TRACT 2: 0.282 OF ONE ACRE BEING THE WEST HALF OF LOT 10 AND THE EAST 10 FEET OF SAID LOT 8, ALL OF SAID HOLLENBECK SUBDIVISION, SAID 0.282 OF ONE ACRE WAS CONVEYED TO SOUTH VILLA HERMOSA, LTD., BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1790180, HIDALGO COUNTY OFFICIAL RECORDS;
TRACT 3: 3.000 ACRES BEING PART OR PORTION OUT OF LOT 15, SOUTHEAST 1/4 SECTION 7, HIDALGO CANAL COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME "Q", PAGES 175-177, HIDALGO COUNTY DEED RECORDS, SAID 3.000 ACRES WERE CONVEYED TO ALONZO CANTU, TRUSTEE, BY VIRTUE OF TRUSTEE'S DEED RECORDED UNDER DOCUMENT NUMBER 2142074, HIDALGO COUNTY OFFICIAL RECORDS;
TRACT 5: 0.250 OF ONE ACRE BEING THE EAST HALF OF SAID LOT 10, OF SAID HOLLENBECK SUBDIVISION, SAID 0.250 OF ONE ACRE WAS CONVEYED TO ALONZO CANTU, TRUSTEE, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2032943, HIDALGO COUNTY OFFICIAL RECORDS;
TRACT 6: 0.250 OF ONE ACRE BEING THE EAST HALF OF LOT 12, OF SAID HOLLENBECK SUBDIVISION, SAID 0.250 OF ONE ACRE (PERTAINING TO TRACT 6 ONLY) WAS CONVEYED TO ALONZO CANTU, TRUSTEE, BY VIRTUE OF WARRANTY DEED RECORDED IN INSTRUMENT NUMBER 2112408, HIDALGO COUNTY OFFICIAL RECORDS;
TRACT 7: 0.997 OF ONE ACRE BEING ALL OF LOTS 14 AND 16, OF SAID HOLLENBECK SUBDIVISION, SAID 0.997 OF ONE ACRE WAS CONVEYED TO ALONZO CANTU, BY VIRTUE OF GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2020389, HIDALGO COUNTY OFFICIAL RECORDS;
AND TRACT 8: 2.396 ACRES BEING PART OR PORTION OUT OF SAID LOT 15, SOUTHEAST 1/4 SECTION 7, OF SAID HIDALGO CANAL COMPANY SUBDIVISION, SAID 2.396 ACRES WERE CONVEYED TO ALONZO CANTU, TRUSTEE, BY VIRTUE OF SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1432509, HIDALGO COUNTY OFFICIAL RECORDS,
WHICH SAID 7.393 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF LA PLACITA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 2103938, HIDALGO COUNTY MAP RECORDS FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT:

1. THENCE, N 08° 41' 01" E (N 08° 48' 00" E MAP CALL) ALONG THE EAST LINE OF SAID LA PLACITA SUBDIVISION, AT A DISTANCE OF 357.20 FEET PASS A NO. 4 REBAR FOUND (NORTHING: 16592181.710, EASTING: 1072235.409) AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID LOT 8, AT A DISTANCE OF 470.00 FEET PASS AN "X" MARK ON CONCRETE SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF UVALDE AVENUE, CONTINUING A TOTAL DISTANCE OF 495.00 FEET TO A NAIL SET ON THE NORTH LINE OF SAID LOT 8, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 18' 59" E ALONG THE NORTH LINES OF SAID LOTS 8 AND 10 AND WITHIN THE EXISTING RIGHT-OF-WAY OF UVALDE AVENUE, AT A DISTANCE OF 69.00 FEET PASS A NAIL SET, AT A DISTANCE OF 79.00 FEET PASS A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF SAID LOT 10, AT A DISTANCE OF 158.00 FEET PASS A NAIL SET AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID LOT 10, CONTINUING A TOTAL DISTANCE OF 237.00 FEET TO A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 10 AND THE NORTHWEST CORNER OF SAID LOT 12, FOR AN OUTSIDE CORNER OF THIS TRACT;
3. THENCE, S 08° 41' 01" W ALONG THE EAST LINE OF SAID LOT 10 AND THE WEST LINE OF SAID LOT 12, AT A DISTANCE OF 25.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF UVALDE AVENUE, CONTINUING A TOTAL DISTANCE OF 137.80 FEET TO A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 10, AT A DISTANCE OF 158.00 FEET PASS A NAIL SET AT THE SOUTH LINE OF SAID LOT 12 AND BEING ON THE SOUTH LINE OF SAID HOLLENBECK SUBDIVISION, FOR AN INSIDE CORNER OF THIS TRACT;
4. THENCE, S 81° 18' 59" E ALONG THE SOUTH LINES OF SAID LOT 12 AND SAID HOLLENBECK SUBDIVISION, A DISTANCE OF 79.00 FEET TO A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID LOT 12 AND THE SOUTH LINE OF SAID HOLLENBECK SUBDIVISION, FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 08° 41' 01" E ALONG THE WEST LINE OF THE EAST HALF OF SAID LOT 12, AT A DISTANCE OF 112.80 FEET PASS A NO. 4 REBAR SET ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF UVALDE AVENUE, CONTINUING A TOTAL DISTANCE OF 137.80 FEET TO A NAIL SET AT THE SOUTHWEST CORNER OF SAID EAST HALF OF SAID LOT 12, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF UVALDE AVENUE, FOR AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, S 81° 18' 59" E ALONG THE NORTH LINES OF SAID LOTS 12, 14, AND 16, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF UVALDE AVENUE, AT A DISTANCE OF 79.00 FEET PASS A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 12 AND THE NORTHWEST CORNER OF SAID LOT 14, AT A DISTANCE OF 237.00 FEET PASS A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 14 AND THE NORTHWEST CORNER OF SAID LOT 16, CONTINUING A TOTAL DISTANCE OF 395.00 FEET TO A NAIL SET AT THE NORTHEAST CORNER OF SAID LOT 16 AND THE NORTHWEST CORNER OF FAIRWAY DEVELOPMENT CORP. SUBDIVISION UNIT NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 22, PAGE 45, HIDALGO COUNTY MAP RECORDS, AND BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF 6TH STREET FOR THE NORTHEAST CORNER OF THIS TRACT;
7. THENCE, S 08° 41' 01" W (N 08° 48' 00" E MAP CALL) ALONG THE EAST LINE OF SAID LOT 16 AND THE WEST LINE OF SAID FAIRWAY DEVELOPMENT CORP. SUBDIVISION UNIT NO. 2, AND THE EXISTING WEST RIGHT-OF-WAY LINE OF 6TH STREET, A DISTANCE OF 129.80 FEET TO A NO. 4 REBAR SET AT THE SOUTHWEST CORNER OF SAID LOT 16, FOR AN OUTSIDE CORNER OF THIS TRACT;
8. THENCE, S 81° 34' 51" W (N 83° 38' E MAP CALL) ALONG A SOUTH LINE OF SAID LOT 16, A DISTANCE OF 27.20 FEET TO AN OUTSIDE CORNER OF SAID LOT 16 AND ON A BOUNDARY LINE OF SAID FAIRWAY DEVELOPMENT CORP. SUBDIVISION UNIT NO. 2, FOR AN OUTSIDE CORNER OF THIS TRACT;
9. THENCE, N 81° 18' 59" W (S 81° 12' E MAP CALL) ALONG A SOUTH LINE OF SAID LOT 16, A DISTANCE OF 27.00 FEET TO A NO. 4 REBAR SET AT AN OUTSIDE CORNER OF SAID FAIRWAY DEVELOPMENT CORP. SUBDIVISION UNIT NO. 2, FOR AN INSIDE CORNER OF THIS TRACT;
10. THENCE, S 08° 41' 01" W (S 08° 48' 00" W DEED AND MAP CALLS) ALONG A WEST LINE OF SAID FAIRWAY DEVELOPMENT CORP. SUBDIVISION UNIT NO. 2, A DISTANCE OF 357.20 FEET (357.48 FEET DEED CALL) TO A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF FAIRWAY PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 35, PAGE 628, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;
11. THENCE, N 81° 18' 59" W (N 81° 12' 00" W DEED CALL) (S 81° 12' 00" E MAP CALL) ALONG THE NORTH LINES OF SAID FAIRWAY PLAZA SUBDIVISION AND WICHITA COMMERCIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29, PAGE 169A, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 365.85 FEET PASS A NO. 4 REBAR SET, CONTINUING A TOTAL DISTANCE OF 658.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.393 ACRES, OF WHICH 0.363 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF UVALDE AVENUE, LEAVING AN EXISTING NET OF 7.030 ACRES OF LAND, MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND WALLS) OR SHALL BE PLACED UPON HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3 RIGHT OF WAY OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A COVENANCE, WAIVER OR ABANDONMENT OF ANY PROPERTY INTEREST HELD BY THE DISTRICT IN THE PROPERTY SHOWN ON THE PLAT, OR THE ACCEPTANCE OR APPROVAL OF THE ACCURACY OF ANY STATEMENT, DIMENSION OR DESCRIPTION SHOWN ON THE PLAT.

O.E. BRAND JR., PRESIDENT
MARK FREELAND, SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

THE STATE OF TEXAS
COUNTY OF _____
WE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS UVALDE VILLAS SUBDIVISION, TO THE CITY OF McALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE CITY OF McALLEN AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE SURFACE USE OF THE STREETS, ALLEYS, COMMON AREAS, UTILITY EASEMENTS TO THE PUBLIC BY THIS PLAT THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF McALLEN, EMPLOYEES OF THE UTILITY COMPANIES UNDER FRANCHISE OF SAID CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. R.O.W. DEDICATION FOR N McCOLL ROAD BEING DEDICATED BY THIS PLAT.

ALONZO CANTU, TRUSTEE
5221 N. McCOLL ROAD
McALLEN, TX 78504

ALONZO CANTU, PRESIDENT
PREFERENCE, INC., GENERAL PARTNER
SOUTH VILLA HERMOSA, LTD.
5221 N. McCOLL ROAD
McALLEN, TX 78504

STATE OF TEXAS
COUNTY OF _____

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

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

STATE OF TEXAS
COUNTY OF _____

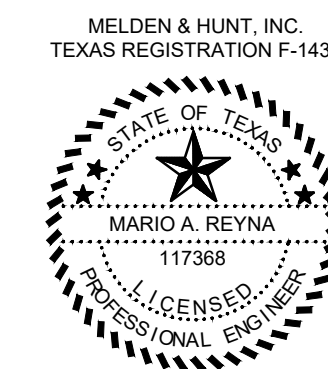
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALONZO CANTU, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS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

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

STATE OF TEXAS
COUNTY OF HIDALGO:

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

MARIO A. REYNA, P.E. # 117368
DATE PREPARED: 03-26-2021
ENGINEERING JOB NO. 21038.00



STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF UVALDE VILLAS SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 01-18-21, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 01-18-21
1-1072, PAGE 43-47
SURVEY JOB NO. 20761



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

MAYOR, CITY OF McALLEN

CITY SECRETARY

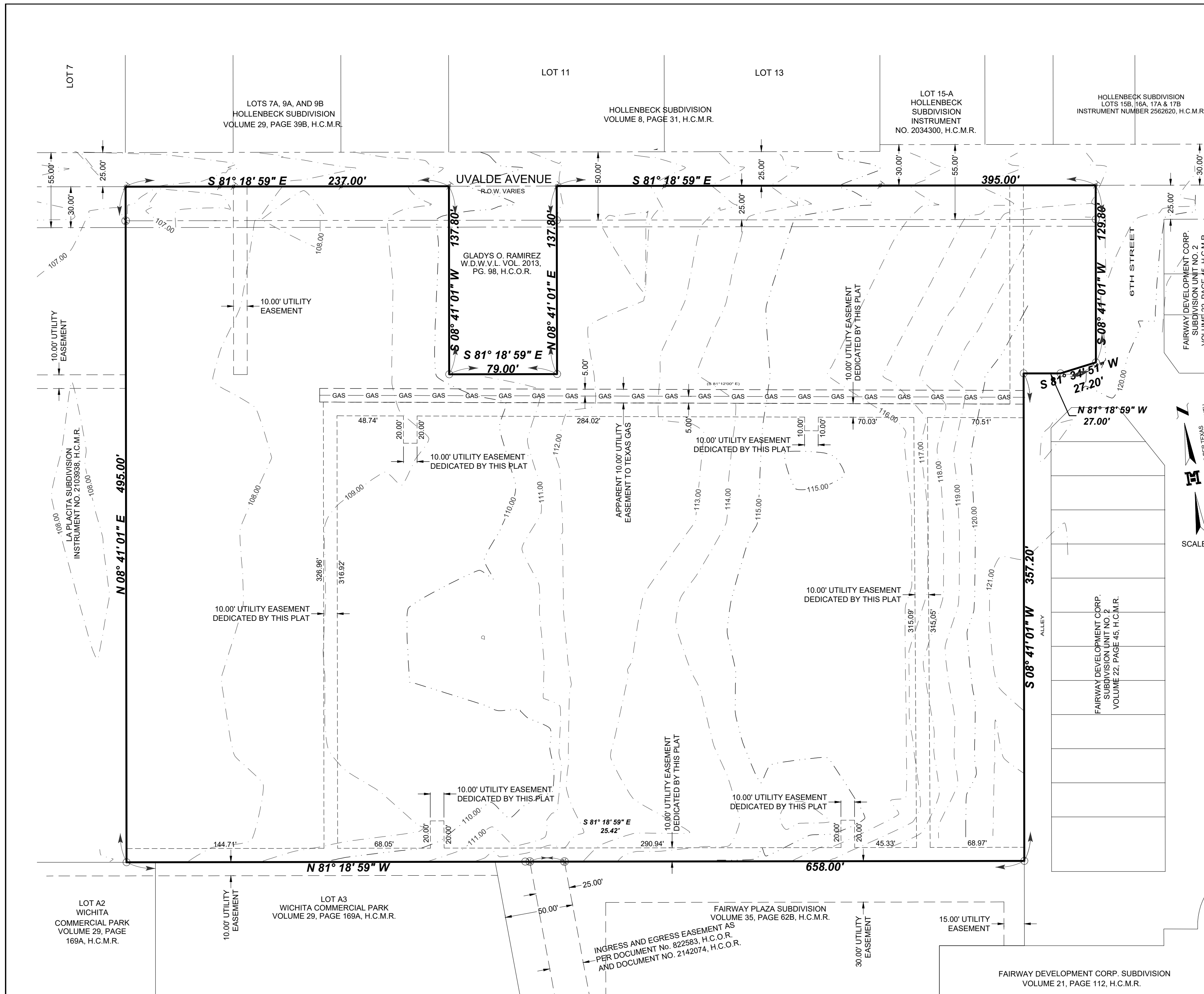
I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION



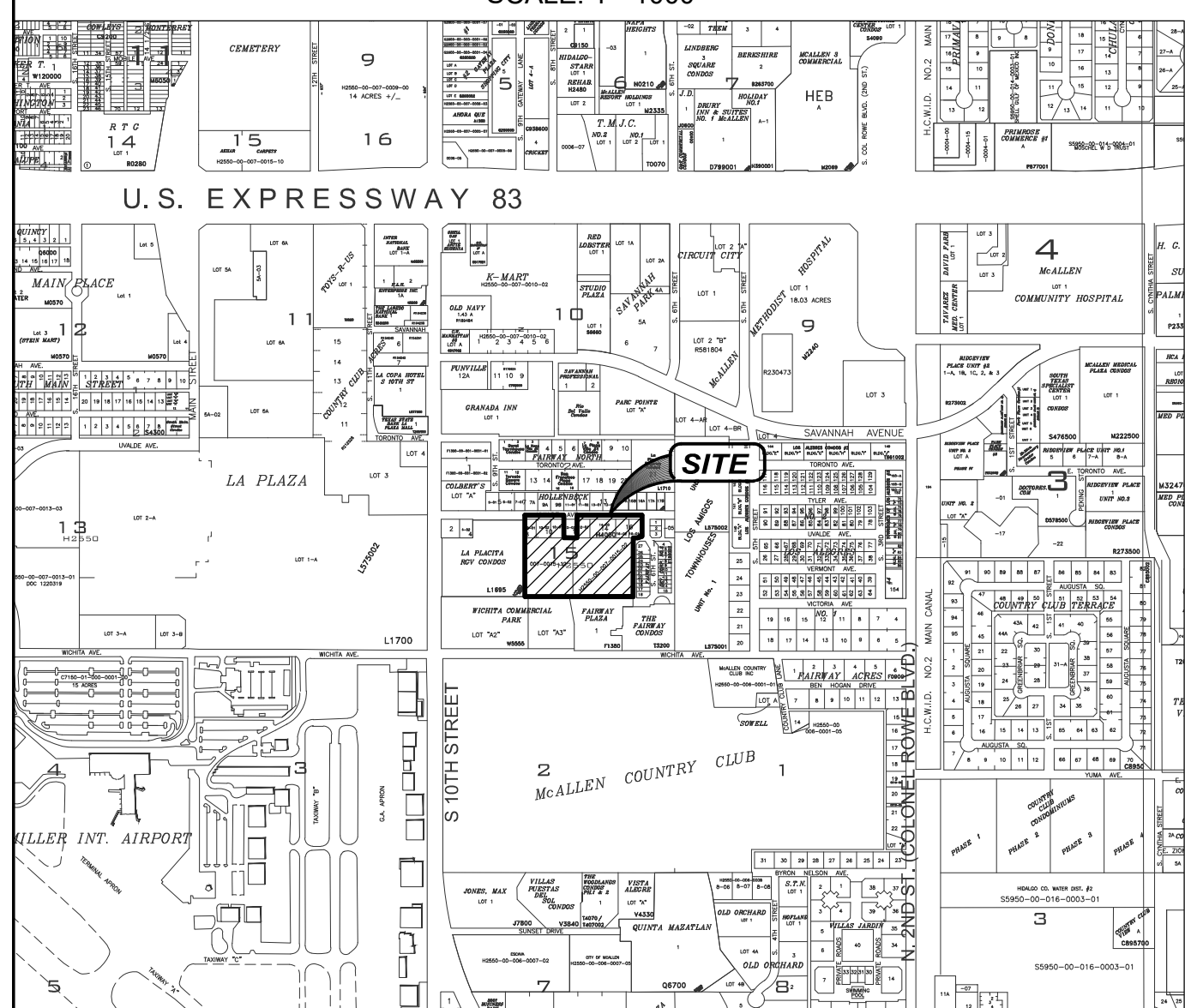
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY



- LEGEND**
- FOUND NO. 4 REBAR
 - ▲ FOUND COTTON PICKER SPINDLE
 - FOUND 2" STEEL POST
 - FOUND "X" MARK IN STUMP
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - SET NAIL
 - SET "X" MARK ON CONCRETE

LOCATION MAP
SCALE: 1"=1000'



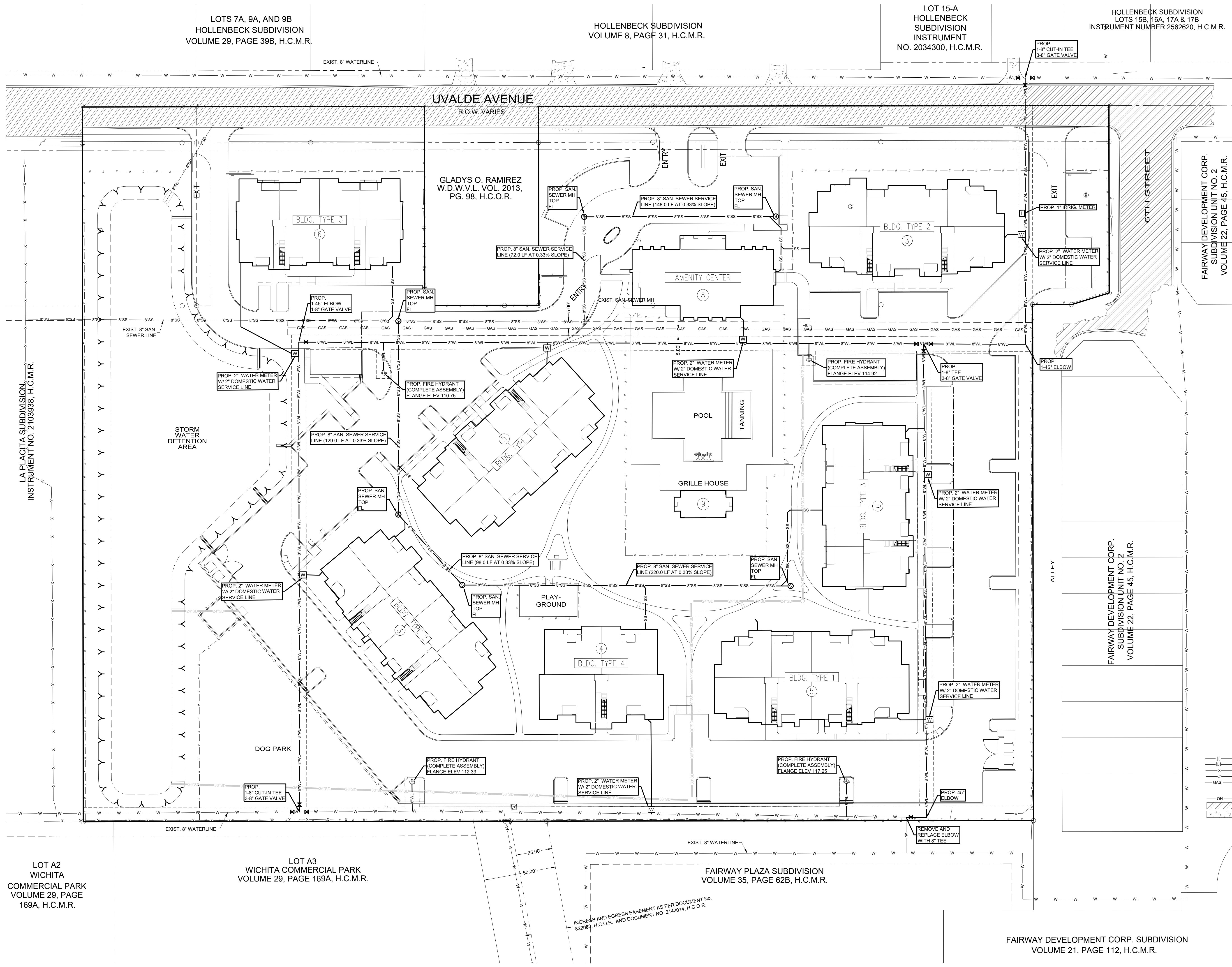
GENERAL NOTES:

1. THE SITE LIES IN ZONE "B". ZONE "B" IS DEFINED AS " AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. ZONE "B" SHOWN ON: COMMUNITY-PANEL NUMBER: 480343 0010 C MAP REVISED: NOVEMBER 2, 1992
2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF McALLEN ZONING CODE:
FRONT: 10 FEET OR GREATER FOR EASEMENT.
REAR: 0' WITH FIREWALL OR GREATER FOR EASEMENT.
SIDE CORNER: 10 FEET OR GREATER FOR EASEMENT.
INTERIOR SIDES: 0' WITH FIREWALL OR GREATER FOR EASEMENT.
GARAGE: 18 FEET OR GREATER FOR EASEMENT.
4. REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 32,705.00 CUBIC FEET. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE VIA A DETENTION POND WITH A CAPACITY OF 88,800.00 CUBIC FEET. WATER WILL THEN DISCHARGE THROUGH AN 8" BLEEDER LINE INTO AN EXISTING CITY OF McALLEN STORM SEWER NETWORK LOCATED ON THE NORTH SIDE OF THE PROPERTY ALONG UVALDE AVENUE.
5. CITY OF McALLEN BENCHMARK: "MC 83" FROM THE CITY OF McALLEN G.P.S. REFERENCE MARKS LIST PREPARED BY GLICK, LINN ON OCTOBER 06, 1999. BEING LOCATED AT THE EAST BOUND OF THE EXP. 83 OVERPASS ON 2ND STREET. 30" ALUM. PIPE WITH A 3" BRASS MONUMENT CAP ON TOP AT ELEVATION = 134.54, NORTHING: 16593602.3424, EASTING: 1074754.7042 (NAVD88).
6. NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.
7. 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG UVALDE AVENUE ROAD.
8. 25 FT. x 25 FT. SIGHT OBSTRUCTION EASEMENT REQUIRED AT ALL STREET INTERSECTIONS.
9. AN 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONUSES.
10. SET NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL LOT CORNERS.
11. COMMON OR DETENTION AREAS, ANY PRIVATE STREET/ALLEYS, AND/OR GATES MUST MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF McALLEN.

TEXAS REGIST. F-1435
M
TBPLS No. 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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



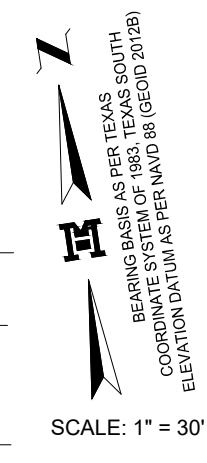
- LEGEND**
- FOUND NO. 4 REBAR
 - ▲ FOUND COTTON PICKER SPINDLE
 - FOUND 2\"/>

LOTS 7A, 9A, AND 9B
HOLLENBECK SUBDIVISION
VOLUME 29, PAGE 39B, H.C.M.R.

HOLLENBECK SUBDIVISION
VOLUME 8, PAGE 31, H.C.M.R.

LOT 15-A
HOLLENBECK
SUBDIVISION
INSTRUMENT
NO. 2034300, H.C.M.R.

HOLLENBECK SUBDIVISION
LOTS 15B, 16A, 17A & 17B
INSTRUMENT NUMBER 2562620, H.C.M.R.



UVALDE AVENUE
R.O.W. VARIES

6TH STREET

FAIRWAY DEVELOPMENT CORP.
SUBDIVISION UNIT NO. 2
VOLUME 22, PAGE 45, H.C.M.R.

GLADYS O. RAMIREZ
W.D.W.V.L. VOL. 2013,
PG. 98, H.C.O.R.

LA PLACITA SUBDIVISION,
INSTRUMENT NO. 2103938, H.C.M.R.

LOT A2
WICHITA
COMMERCIAL PARK
VOLUME 29, PAGE
169A, H.C.M.R.

LOT A3
WICHITA COMMERCIAL PARK
VOLUME 29, PAGE 169A, H.C.M.R.

FAIRWAY PLAZA SUBDIVISION
VOLUME 35, PAGE 62B, H.C.M.R.

INGRESS AND EGRESS EASEMENT AS PER DOCUMENT NO.
822983, H.C.O.R. AND DOCUMENT NO. 2142074, H.C.O.R.

FAIRWAY DEVELOPMENT CORP. SUBDIVISION
VOLUME 21, PAGE 112, H.C.M.R.

JOB No.
21049.00

REVISION BY DATE
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78641
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

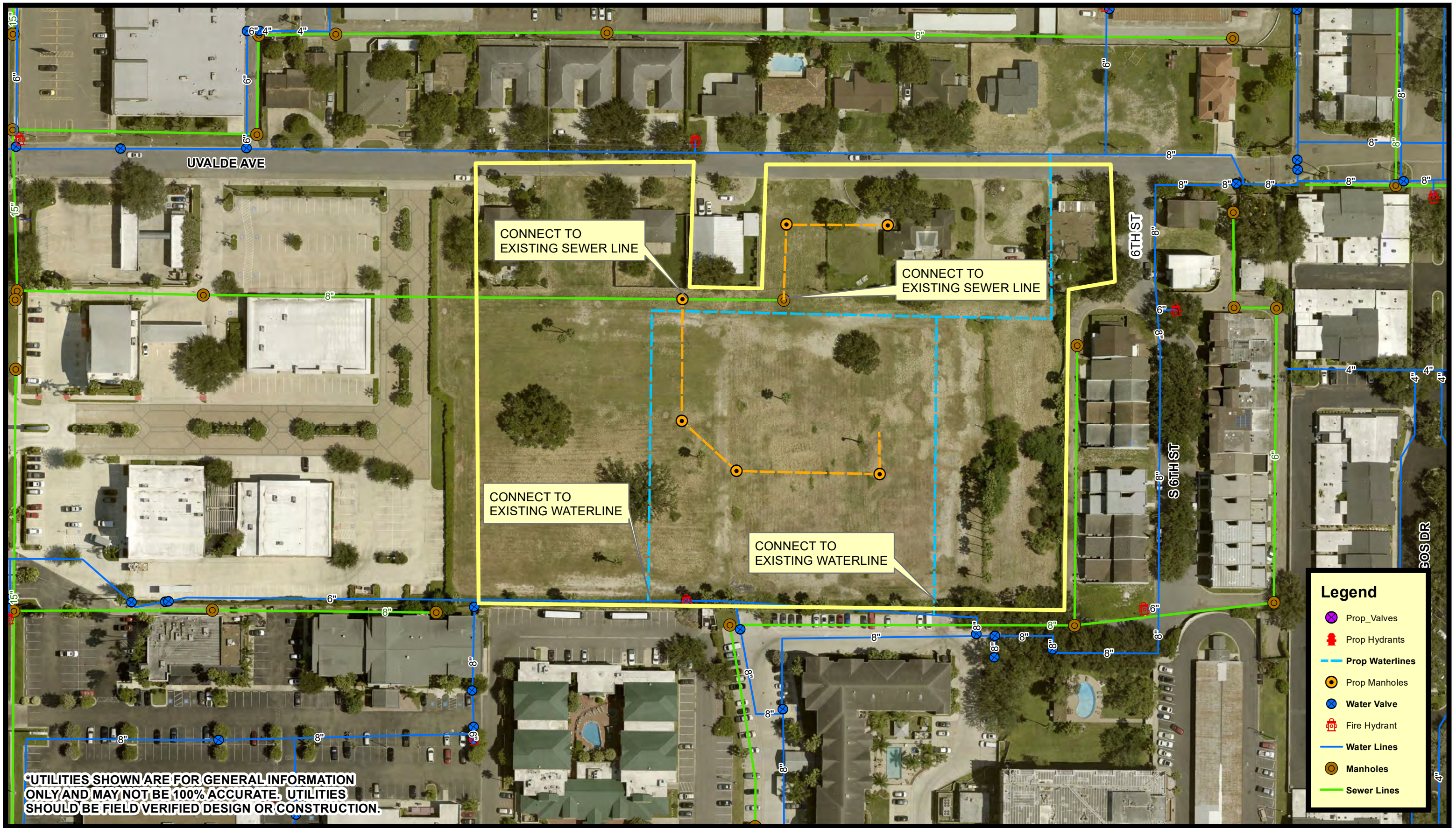
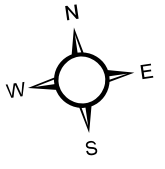
PROJECT ENG. M.A.R.
T-BOOK: J.P.G.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS SHOWN

THIS DOCUMENT IS RELEASED
UNDER THE AUTHORITY
OF MARIO A. REYNA, P.E. 117288
TO BE USED FOR CONSTRUCTION
BIDDING OR PERMIT PURPOSES.










UVALDE VILLAS
SUBDIVISION
McALLEN, TEXAS
HIDALGO COUNTY

WATER AND SEWER LAYOUT

UVALDE VILLAS SUBDIVISION



Legend

-  Prop_Valves
-  Prop Hydrants
-  Prop Waterlines
-  Prop Manholes
-  Water Valve
-  Fire Hydrant
-  Water Lines
-  Manholes
-  Sewer Lines

***UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED DESIGN OR CONSTRUCTION.**



AGENDA ITEM

3.c.

PUBLIC UTILITY BOARD

DATE SUBMITTED

05/04/2022

MEETING DATE

5/10/2022

1. Agenda Item: Discussion and Approval of Brier Village Subdivision.
2. Party Making Request:
Rafael Balderas Jr.
3. Nature of Request: Request of MPU Board approval from the developer of the proposed subdivision.
4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____
5. Reimbursement: Sewer Line Reimbursement to MPU for the Bentsen Road Sewer Line Project in the amount of \$14,795.54. Waterline Reimbursement to MPU for the Bentsen Road Waterline Project in the amount of \$2,128.83.
6. Routing:
Rafael Balderas Jr. Created/Initiated - 5/4/2022
7. Staff's Recommendation: Staff recommends approval of the proposed subdivision with the conditions set forth.
8. City Attorney: Approve. IJT
9. MPU General Manager: Approved - MAV
10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

THRU: Marco Ramirez, P.E., Utility Engineer
Carlos Gonzalez, P.E., Utility Engineer

FROM: Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

DATE: May 3, 2022

SUBJECT: **Brier Village Subdivision; Consideration & Approval of Subdivision**

This property is located on the west side of Bentsen Road and south of Nolana Avenue. It is located within the McAllen City Limits and is being proposed as R-3A residential. The tract consists of 6.427 acres and will be 32 lots for duplex's.

The subdivision application was originally filed with the City on January 14, 2022 and is planned to receive revised preliminary P&Z approval on May 3, 2022. The information required from the developer's engineer for this agenda was received on April 29, 2022.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to install an 8-inch and 12-inch waterline looped system to service the property, which would connect to an existing 16-inch waterline that runs along the west side of Bentsen Road. Staff recommends that the waterline go to-and-through the property.
2. **Sewer Service:** The applicant is proposing to install a 12-inch and 8-inch sewer line to service the property, which would connect to an existing 12-inch sewer line stub out located at the southwest corner of the intersection. Staff recommends that the sewer line go to-and-through the property.
3. This property falls within the MPU Bentsen Road Water and Sewer reimbursement service areas.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a utility easement, possibly along the perimeter of the property, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Payment of a Sewer Line Reimbursement to MPU in the amount of \$14,795.54 for the Bentsen Road Sewer Project; and 4.) Payment of a Waterline Reimbursement to MPU in the amount of \$2,128.83 for the Bentsen Road Waterline Project.

I'll be available for further discussion/questions at the MPUB meeting.

MEMORANDUM

Date: April 25, 2022
To: Rafael Balderas, McAllen PUB
From: Ruben James De Jesus, P.E.
Subject: Brier Village Subdivision

Following is a description of the water and sewer as proposed for the above referenced subdivision:

WATER - MPUB

There is an existing 16-inch waterline along the West right-of-way of Bentsen Road. Two (2) or more connections will be made to this existing line and an 8-inch loop interior as per attached water layout. The proposed 8-inch water line will run within the proposed easements and will provide all necessary services and fire protection to the lots within said Brier Village Subdivision. This is a 19 lot duplex subdivision with a total of 38 duplexes.

SANITARY SEWER- MPUB

There is an existing 8-inch sanitary sewer line along the west side of Bentsen Road with an existing sanitary manhole in the Southwest corner of the intersection of Bentsen Road and Nolana Avenue. A 12-inch sanitary sewer line will be extended West approximately 323 feet before running South with a proposed 8-inch sanitary line within a utility easement to provide service to the proposed lots and buildings.

Respectfully,



Ruben James De Jesus, P.E.
Melden & Hunt, Inc.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to _____ hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

_____ and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by _____ dated _____, hereinafter called the
(Engineering Firm)

IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
(Approval date)

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in triplicate originals this _____ day of _____, 202_.

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____
Mark Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER

BY: _____
Address: _____

**SUBDIVISION REIMBURSEMENT WORKSHEET
BRIER VILLAGE SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS

SEWER: MPU: BENTSEN RD SEWER
COST: \$2,092.81 x 6.427 AC \$13,450.49
10% ADMIN FEE <10 YEARS 1,345.05

SEWER LINE REIMBURSEMENT \$14,795.54

WATER LINE REIMB. CALCULATIONS

WATER: MPU: BENTSEN RD WATER
COST: \$301.12 x 6.427 AC \$1,935.30
10% ADMIN FEE <10 YEARS 193.53

WATER LINE REIMBURSEMENT \$2,128.83

TOTAL REIMBURSEMENT DUE \$16,924.37

Prepared By: KB Date: 2/7/22 Reviewed By: _____

Escrows will be adjusted upon execution of Final Reimbursement Certificate

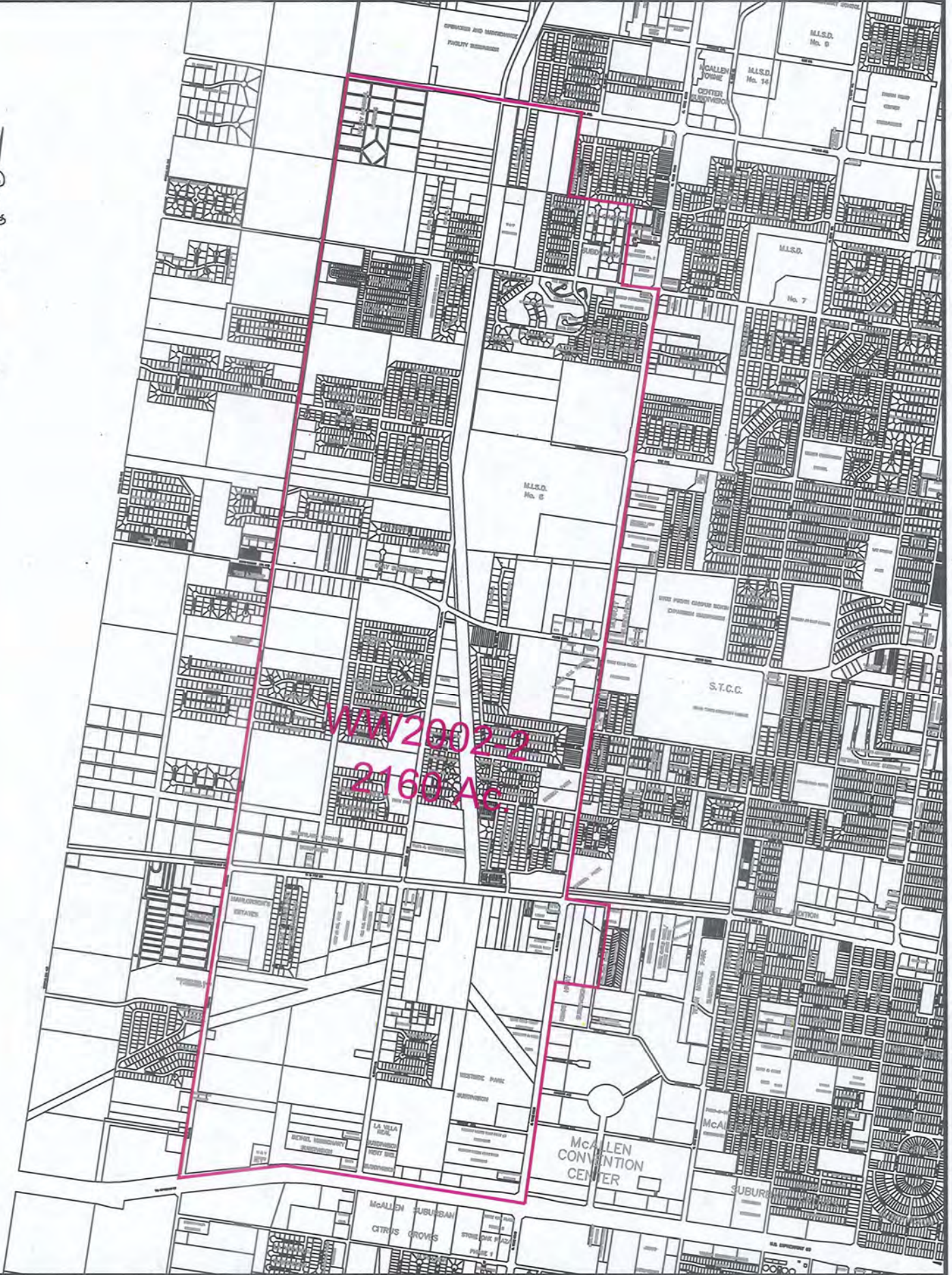
I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature: _____

Print: _____



N.T.S.



WW2002-2
2160 AC

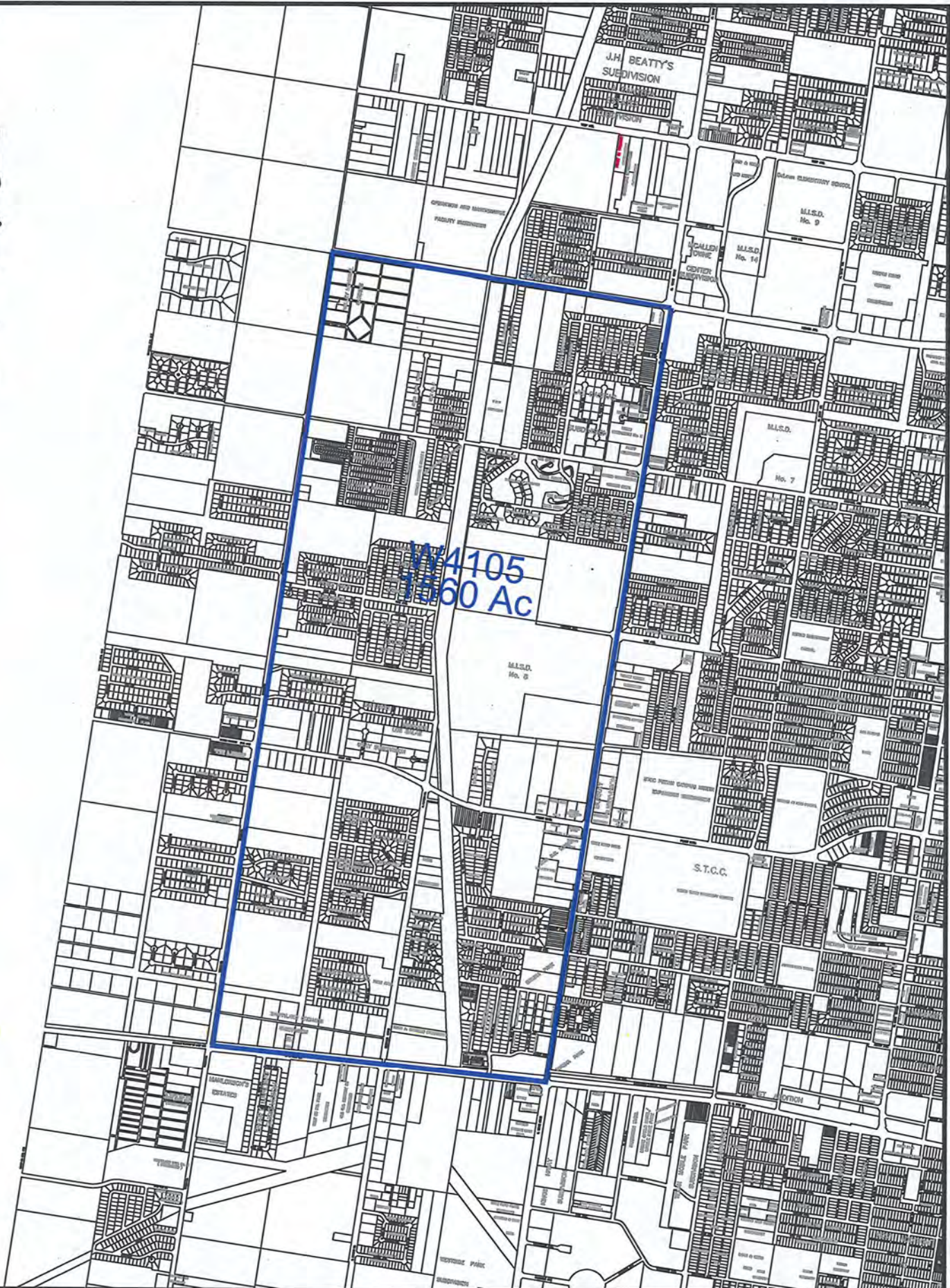
**BENTSEN ROAD SEWER
SERVICE AREA**



McALLEN
PUBLIC UTILITY

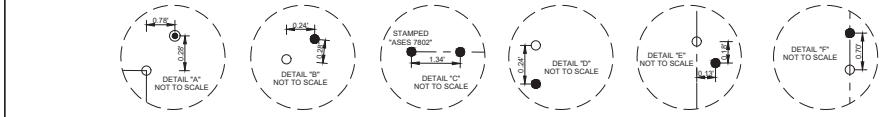
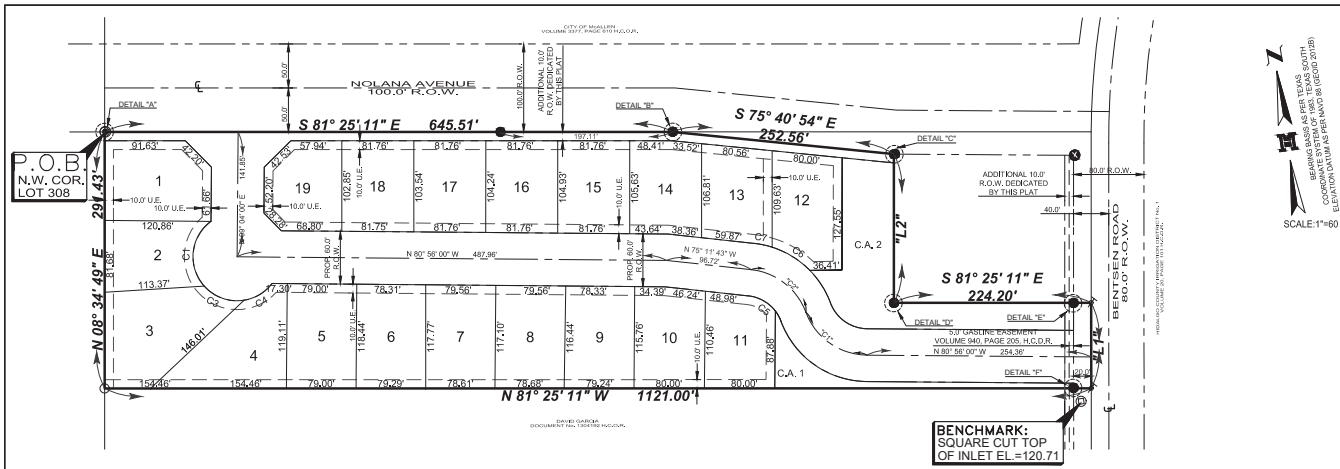


N.T.S.



BENTSEN ROAD WATER
SERVICE AREA





BENCHMARK:
SQUARE CUT TOP
OF INLET EL.=120.71



METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 6.427 ACRES SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 308, JOHN H. SHARY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 17, HIDALGO COUNTY MAP RECORDS, SAID 6.427 ACRES CONSIST OF: A 2,000-ACRE TRACT AND A 2,500-ACRE TRACT CONVEYED TO LORETTA WILLIAMS & DANIEL E. PRUKOP, BY VIRTUE OF A CORRECTION GIFT DEED RECORDED UNDER DOCUMENT NUMBER 1489503, HIDALGO COUNTY OFFICIAL RECORDS, AND OF 1,927 ACRES CONVEYED TO ELSIE WALL BY VIRTUE OF A DEED RECORDED IN VOLUME 1294, PAGE 209, HIDALGO COUNTY DEED RECORDS, SAID 6.427 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A NO. 4 REBAR SET (FROM WHICH AN IRON PIPE FOUND BEARS N 75° 37' 06" E A DISTANCE OF 0.83 FEET) AT THE NORTHWEST CORNER OF SAID LOT 308 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT:

1. THENCE, S 81° 25' 11" E ALONG THE NORTH LINE OF SAID LOT 308 AND THE EXISTING SOUTH RIGHT-OF-WAY LINE OF NOLANA AVENUE, AT A DISTANCE OF 448.44 FEET PASS THE EAST PROPERTY LINE OF SAID 2,000-ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 645.51 FEET TO A NO. 4 REBAR SET (FROM WHICH A NO. 4 REBAR FOUND BEARS N 52° 00' 46" E A DISTANCE OF 0.35 FEET) FOR AN OUTSIDE CORNER OF THIS TRACT.
2. THENCE, S 75° 40' 54" E CONTINUING ALONG THE EXISTING SOUTH RIGHT-OF-WAY LINE OF NOLANA AVENUE, A DISTANCE OF 292.56 FEET TO A NO. 4 REBAR WITH A CAP LABELED "ASES 7802" FOUND (FROM WHICH A NO. 4 REBAR FOUND BEARS S 81° 01' 57" E A DISTANCE OF 1.34 FEET) FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT.
3. THENCE, S 08° 34' 49" W A DISTANCE OF 169.04 FEET TO A NO. 4 REBAR SET (FROM WHICH A NO. 4 REBAR FOUND BEARS S 08° 34' 49" W A DISTANCE OF 0.24 FEET) FOR AN INSIDE CORNER OF THIS TRACT.
4. THENCE, S 81° 25' 11" E AT A DISTANCE OF 204.20 PASS A NO. 4 REBAR SET (FROM WHICH A NO. 4 REBAR FOUND BEARS S 26° 44' 16" E A DISTANCE OF 0.23 FEET) ON THE EXISTING WEST RIGHT-OF-WAY LINE OF BENTSEN ROAD, CONTINUING A TOTAL DISTANCE OF 224.20 FEET TO A NAIL SET FOR THE SOUTHERNMOST NORTHEAST CORNER OF THIS TRACT.
5. THENCE, S 08° 34' 49" W ALONG THE EAST LINE OF SAID LOT 308 AND WITHIN THE EXISTING RIGHT-OF-WAY OF BENTSEN ROAD, A DISTANCE OF 97.14 FEET TO A NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT.
6. THENCE, N 81° 25' 11" W AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR SET (FROM WHICH A NO. 4 REBAR FOUND BEARS N 08° 34' 49" W A DISTANCE OF 0.70 FEET) CONTINUING A TOTAL DISTANCE OF 1,121.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT.
7. THENCE, N 08° 34' 49" E ALONG THE WEST LINE OF SAID LOT 308, AT A DISTANCE OF 97.14 FEET PASS THE SOUTH LINE OF SAID 2,000-ACRE TRACT AND THE NORTH LINE OF SAID 2,500-ACRE TRACT, CONTINUING A TOTAL DISTANCE OF 291.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.427 ACRES, OF WHICH 0.045 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF BENTSEN ROAD, LEAVING A NET OF 6.382 ACRES OF LAND, MORE OR LESS.

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

MAYOR, CITY OF MCALLEN _____ DATE _____
CITY SECRETARY _____ DATE _____

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

CHAIRMAN, PLANNING COMMISSION _____ DATE _____

THIS PLAT IS HEREBY APPROVED BY THE UNITED IRRIGATION DISTRICT ON THIS THE ____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MY HAVE WHETHER SHOWN OR NOT.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF BRIER VILLAGE SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11-08-2021, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

RUBEN JAMES DE JESUS, R.P.L.S. # 6813 _____ DATE _____
DATE SURVEYED: 11-08-2021
SURVEY JOB No. 21210.02-08



GENERAL NOTES CONTINUED:

14. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR THE BRIER VILLAGE SUBDIVISION RECORDED UNDER DOCUMENT NUMBER _____, HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNERS ASSOCIATION NUMBER _____, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF MCALLEN SHALL BE RESPONSIBLE OF INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCE OF THE CITY OF MCALLEN, INCLUDING BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS. ANY AMENDMENT TO DECLARATION THAT CONFLICT WITH THE REQUIREMENTS OF SECTION 134-168 SHALL BE NULL & VOID.
15. COMMON LOTS 20, IDENTIFIED AS DETENTION AREAS SHALL BE MAINTAINED BY THE DEVELOPER WHO MAY TRANSFER SUCH MAINTENANCE OBLIGATION TO THE SUBDIVISION HOMEOWNERS ASSOCIATION. THE BRIER VILLAGE SUBDIVISION HOMEOWNERS ASSOCIATION, UPON CONVEYANCE OF TITLE TO THE SAME, THEIR SUCCESSORS AND ASSIGNEES, AND NOT BY THE CITY OF MCALLEN, NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERRECTED IN COMMON LOT 20, WHICH SHALL BE USED EXCLUSIVELY AS DETENTION AREAS. AFTER COMMON LOT 20 TRANSFER OF TITLES TO THE BRIER VILLAGE SUBDIVISION HOMEOWNERS ASSOCIATION THE SUBDIVISION LOT OWNER'S PRO RATA SHARES OF THE COST OF MAINTENANCE SHALL BE DETERMINED BY THE BRIER VILLAGE SUBDIVISION HOMEOWNERS ASSOCIATION. FAILING IN SUCH MAINTENANCE OBLIGATIONS, THE CITY OF MCALLEN MAY, BUT SHALL NOT BE REQUIRED TO MAINTAIN THE SAME AT THE LOT OWNERS COST, WHICH COST MAY BECOME A LIEN AGAINST THEIR PROPERTIES. PRIOR TO THE IMPOSITION OF ANY LIEN, THE CITY SHALL FIRST COMPLY WITH NOTICE REQUIREMENTS SIMILAR TO THOSE UNDER EXISTING ORDINANCE SECTION 134-168(a), AS THE SAME MAY BE AMENDED. THE SPECIFIC AND EXCLUSIVE USE OF COMMON LOT 20 THE OWNER'S MAINTENANCE OBLIGATION, AND THE CONSEQUENCES OF FAILURE TO MAINTAIN SHALL BE INCORPORATED INTO ANY DEED OR INSTRUMENT OF CONVEYANCE AS A DEED RESTRICTION, RECORDED IN INSTRUMENT No. _____ OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
16. LOT 20 FOR LANDSCAPING DETENTION PURPOSES ONLY, WILL BE PRIVATE AND MAINTAINED BY THE H.O.A./ PROPERTY OWNERS AND NOT THE CITY OF MCALLEN.
17. SITE PLAN MUST BE APPROVED BY THE PLANNING AND DEVELOPMENT DEPARTMENTS PRIOR TO BUILDING PERMIT ISSUANCE.

DRAWN BY: E.V.Z. _____ DATE 01-13-22
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

TBPE FIRM # F-1435



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

LOT - CURVE TABLES

Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C1	090° 15' 31"	50.00	83.13	54.87	73.86	N 14° 34' 03" E
C2	057° 18' 02"	50.00	50.00	27.32	47.96	N 81° 42' 43" W
C3	043° 42' 04"	50.00	38.14	20.00	37.22	S 52° 47' 14" W
C4	049° 09' 30"	45.00	36.29	18.18	35.28	N 52° 08' 56" W
C5	027° 41' 10"	105.00	50.74	25.88	50.29	S 49° 49' 05" E
C7	011° 32' 51"	105.00	21.44	13.67	21.10	S 69° 29' 43" E

ROAD CENTER LINE - CURVE TABLES

Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	069° 04' 23"	75.00	90.42	51.62	85.04	N 40° 23' 48" W
"C2"	063° 39' 06"	75.00	82.81	46.20	78.76	N 43° 31' 40" W

BOUNDARY LINE TABLES

Line #	Direction	Length
"1"	S 08° 34' 49" W	97.14
"2"	S 08° 34' 49" W	169.04

COMMON / DETENTION - AREAS

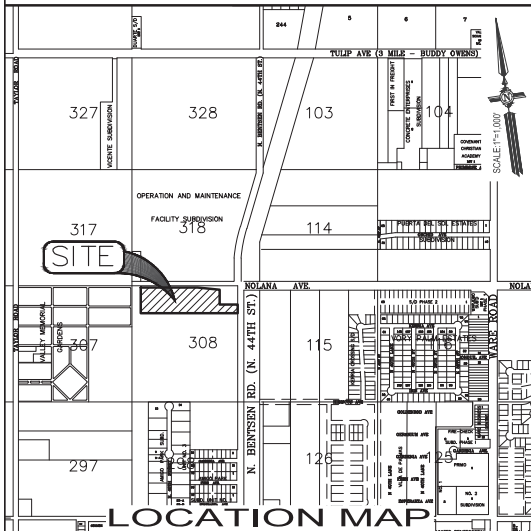
Lot #	SQ. FT.	ACRES
1	4762.95	0.11
2	18394.54	0.42

**SUBDIVISION MAP OF
BRIER VILLAGE
PRIVATE SUBDIVISION**

BEING A SUBDIVISION OF A 6.427 ACRES OF LAND SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 308, JOHN H. SHARY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 17, HIDALGO COUNTY MAP RECORDS.

GENERAL NOTES:

1. THE SITE LIES IN ZONE "C". ZONE "C" IS DEFINED AS * AREAS OF MINIMAL FLOODING. ZONE "C" SHOWN ON: COMMUNITY PANEL NUMBER: 480334 0400 C MAP REVISED: NOVEMBER 16, 1982.
2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.
3. MINIMUM SETBACKS SHALL COMPLY WITH THE CITY OF MCALLEN ZONING CODE:
FRONT: 20 FEET OR GREATER FOR EASEMENT OR APPROVED SITE PLAN
REAR: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN
SIDE CORNER: 10 FEET OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN
INTERIOR SIDES: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS OR APPROVED SITE PLAN
GARAGE: 18 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED: GREATER SETBACK APPLIES.
4. REQUIRED DETENTION FOR STORM SEWER RUNOFF PER THE APPROVED DRAINAGE REPORT SHALL BE 33,775 CUBIC FEET. STORM WATER RUNOFF GENERATED FROM DEVELOPMENT SHALL BE DETAINED ON-SITE VIA A DETENTION PONDS WITH A CAPACITY OF 36,633 CUBIC FEET. WATER WILL THEN DISCHARGE THROUGH AN 36" LINE INTO AN EXISTING CITY OF MCALLEN STORM SEWER NETWORK LOCATED ON THE NORTH SIDE OF THE PROPERTY.
5. CITY OF MCALLEN BENCHMARK: (BENTSEN) FROM THE CITY OF MCALLEN G.P.S. REFERENCE MARKS LIST PREPARED BY GLICK, LINN ON OCTOBER 08, 1999. BEING LOCATED INSIDE THE MCALLEN PUBLIC WORKS WHICH IS IN BENTSEN RD AND SOUTH OF 3 MILE LINE. STAINLESS STEEL, 3/8" BOLT, COVERED WITH AN ALUMINUM LOGO CAP. CAP ON TOP AT ELEVATION = 123.99, NORTHING: 10614919.50858, EASTING: 1061694.29109 (NAVD88).
6. NO STRUCTURES PERMITTED TO BE BUILT OVER EASEMENTS.
7. 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG THE SOUTH SIDE WEST NOLANA AVENUE. AND A 5 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG WEST SIDE OF NORTH BENTSEN AND 4 FT. WIDE MINIMUM SIDEWALK REQUIRED ALONG BOTH SIDES OF ALL INTERNAL STREETS.
8. 25 FT. x 25 FT. SIGHT OBSTRUCTION EASEMENT REQUIRED AT ALL STREET INTERSECTIONS.
9. 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL AND INDIVIDUAL ZONES/USES ALONG NORTH BENTSEN ROAD AND NOLANA AVENUE.
10. AN 8 FT. MASONRY WALL IS REQUIRED BETWEEN SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
11. SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL LOT CORNERS.
12. C.A. 1 AND C.A. 2 ARE COMMON OR DETENTION AREAS IN WHICH NO BUILDING WILL BE BUILT, ANY PRIVATE STREET/ALLEYS, AND/OR GATES MUST MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF MCALLEN.
13. NO CURB CUT, ACCESS, OR LOT FRONTAGE PERMITTED ALONG WEST NOLANA AVENUE.



THE STATE OF TEXAS
COUNTY OF BEAR

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE BRIER VILLAGE SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PRIVATE ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

ELSIE WALL _____ DATE _____
1934 MICALF STREET
HOUSTON, TEXAS 77017-1621

THE STATE OF TEXAS
COUNTY OF BEAR

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE BRIER VILLAGE SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PRIVATE ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

LORETTA WILLIAMS _____ DATE _____
P.O. BOX 10
SUNDOWN, TX 79372

THE STATE OF TEXAS
COUNTY OF BEAR

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE BRIER VILLAGE SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PRIVATE ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

DANIEL E. PRUKOP _____ DATE _____
944 COUNTY ROAD 439
ALICE, TEXAS 78332

STATE OF TEXAS
COUNTY OF BEAR

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ELSIE WALL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND

SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20__.

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

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORETTA WILLIAMS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND

AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20__.

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

STATE OF TEXAS
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL E. PRUKOP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND

AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20__.

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

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, RUBEN JAMES DE JESUS, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

RUBEN JAMES DE JESUS, P.E. # 126282 _____ DATE _____
DATE PREPARED: 01-13-2022
ENGINEERING JOB No. 21210.00

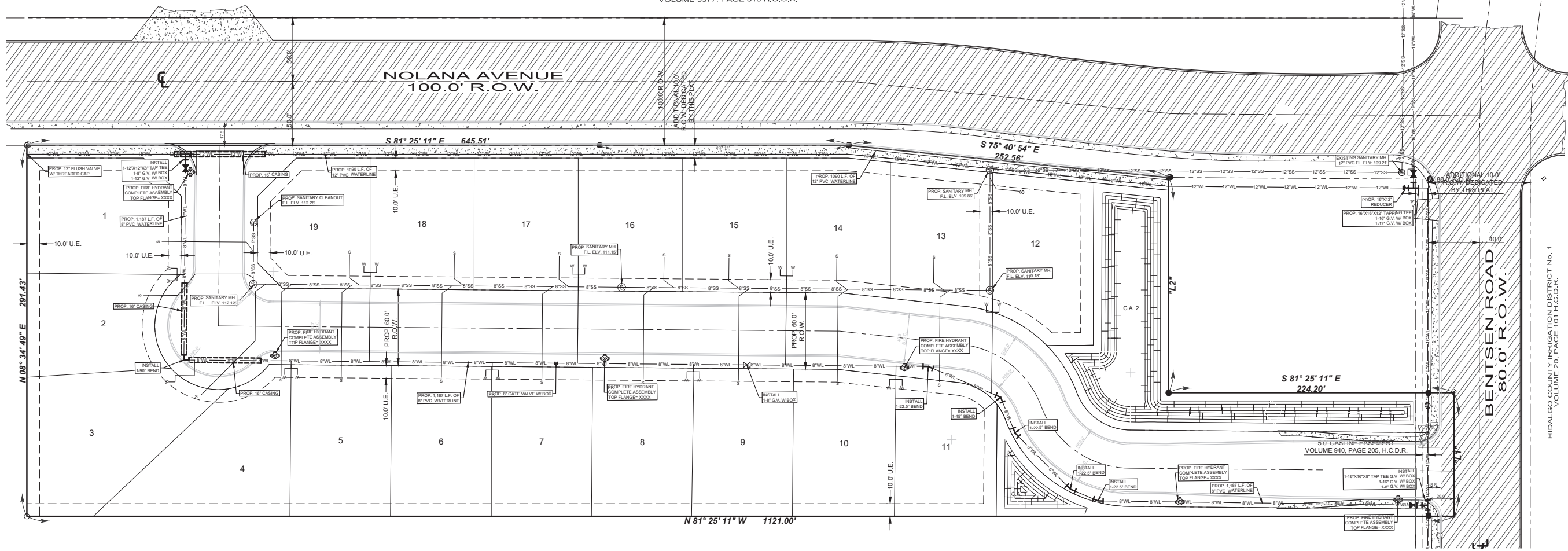


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY



VOLUME 3377, PAGE 610 H.C.O.R.



- LEGEND**
- FOUND PIPE (SIZE AS NOTED)
 - ⊗ FOUND "X" MARK ON CONCRETE
 - ⊙ FOUND No. 4 REBAR
 - ⊙ SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - ⊙ SET NAIL
 - ⊙ WATER METER
 - ▨ ASPHALT AREA
 - ▨ SIDEWALK AREA
 - R.O.W. - RIGHT OF WAY
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORD
 - P.O.B. - POINT OF BEGINNING
 - ADJACENT DUAL WATER SERVICE
 - ACROSS DUAL WATER SERVICE
 - ADJACENT SINGLE WATER SERVICE
 - FIRE HYDRANT
 - ACROSS SINGLE SANITARY SERVICE
 - ADJACENT SINGLE SANITARY SERVICE
 - SANITARY MANHOLE
 - SANITARY CLEANOUT

JOB No. 21210

REVISION	DATE	BY
MELDEN & HUNT, INC. ENGINEERS & SURVEYORS		

MELDEN & HUNT, INC.
 ENGINEERS & SURVEYORS
 118 W. MOUNTAIN VIEW - DENVER, CO 80202
 PH: (303) 733-1081 - FAX: (303) 733-1639
 ESTABLISHED 1947 - www.meldenandhunt.com

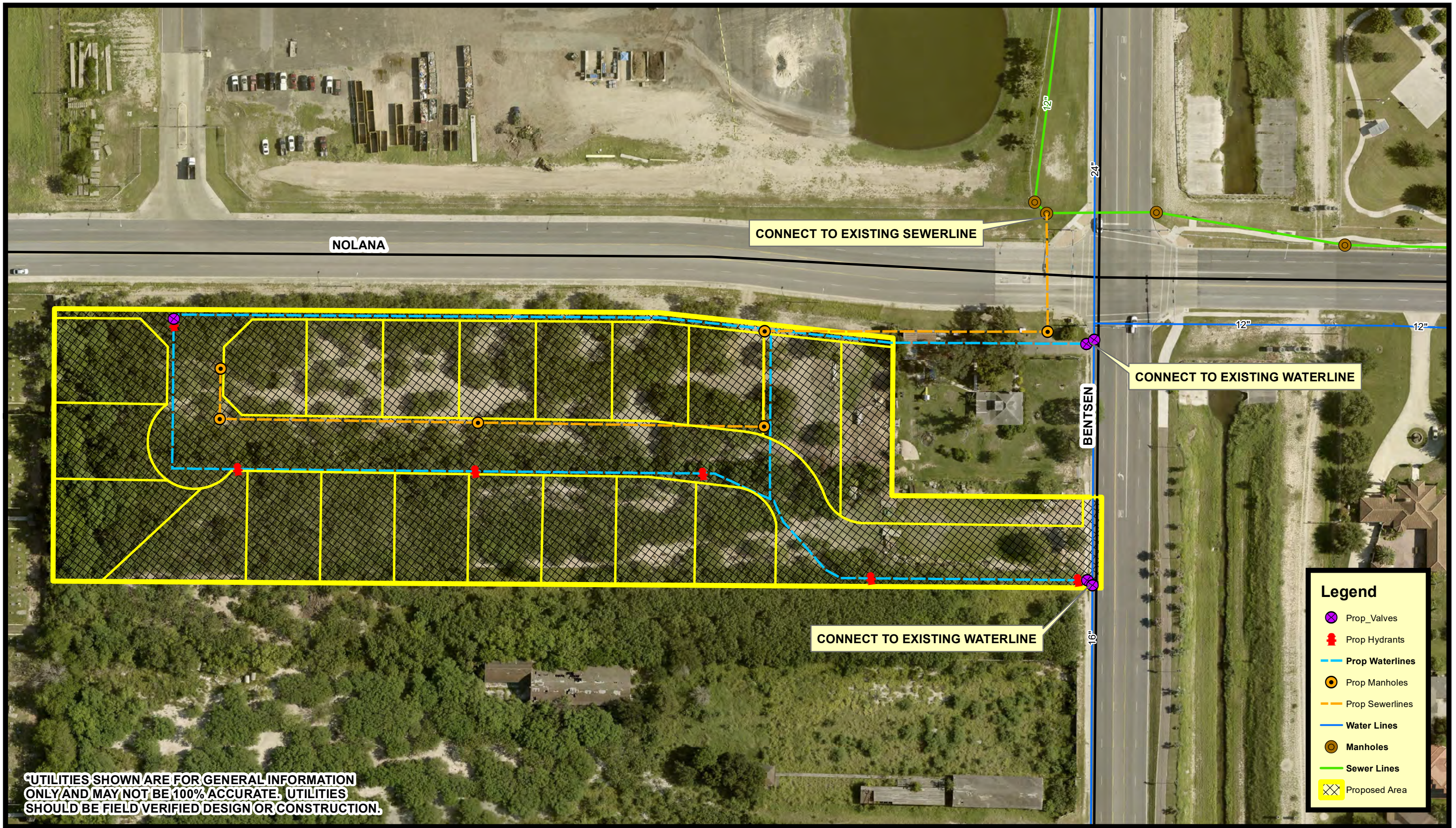
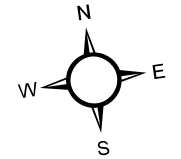
ENG. TECH. E.V.Z.	PROJECT ENG. RUBEN J. DE JESUS
1. RELEASE DATE: 11/20/2021	2. RELEASE DATE: 11/20/2021
3. RELEASE DATE: 11/20/2021	4. RELEASE DATE: 11/20/2021

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF RUBEN JAMES DE JESUS, P.E. 126282 ON AUG. 20, 1997. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

MELDEN & HUNT, INC.
 TEXAS REGISTRATION F-1435
 RUBEN JAMES DE JESUS
 126282
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RUBEN JAMES DE JESUS P.E. 126282 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

BIRER VILLAGE SUBDIVISION
 MCALLEN, TX
 HIDALGO COUNTY

PROPOSED WATER & SANITARY SEWER LAYOUT



***UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED DESIGN OR CONSTRUCTION.**

Legend

-  Prop_Valves
-  Prop Hydrants
-  Prop Waterlines
-  Prop Sewerlines
-  Water Lines
-  Manholes
-  Sewer Lines
-  Proposed Area



AGENDA ITEM 3.d.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. Agenda Item: Discussion and Approval of AEP James Rowe Substation Lot 1 Subdivision.

2. Party Making Request:
Rafael Balderas Jr.

3. Nature of Request: Request of MPU Board approval from the developer of the proposed subdivision.

4. Budgeted:

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. Reimbursement: Sewer Line Reimbursement to MPU for the West Central Sewer Project in the amount of \$2,066.33. Waterline Reimbursement to MPU for the Ware Road Waterline Relocate Project in the amount of \$3,882.38.

6. Routing:
Rafael Balderas Jr. Created/Initiated - 5/4/2022

7. Staff's Recommendation: Staff recommends approval of the proposed subdivision with the conditions set forth.

8. City Attorney: Approve. IJT

9. MPU General Manager: Approved - MAV

10. Director of Finance for Utilities: Approved - MDC

Memo

TO: Marco A. Vega, P.E., General Manager
J.J. Rodriguez, Asst. General Manager

THRU: Marco Ramirez, P.E., Utility Engineer
Carlos Gonzalez, P.E., Utility Engineer

FROM: Rafael A. Balderas, E.I.T., Asst. to the Utility Engineer

DATE: May 3, 2022

SUBJECT: AEP James Rowe Substation Lot 1 Subdivision; Consideration & Approval of Subdivision

This property is located approximately 300 feet west of Ware Road and approximately 300 feet north of Pecan Boulevard. It is located within the McAllen City Limits and is being proposed as C-3 commercial. The tract consists of 3.04 acres and will be a single lot for an AEP substation.

The subdivision application was originally filed with the City on August 12, 2021 and received preliminary P&Z approval on September 7, 2021. The information required from the developer's engineer for this agenda was received on May 2, 2022.

Utility plan/availability is described as follows:

1. **Water Service:** The applicant is proposing to install an 8-inch waterline which would connect to an existing 8-inch waterline located south of the property. A fire hydrant will also be installed. Staff recommends that the waterline go to-and-through the property. The developer has chosen not to install a water service; staff would request payment of an escrow be paid for the water service to follow standard requirements.
2. **Sewer Service:** The applicant is proposing not to install any sewer improvements as it will not be needed for the development. Staff would recommend that an escrow for the sewer service be paid to follow standard requirements.
3. This property falls within the MPU West Central Sewer and Ware Road Waterline Relocate reimbursement service areas.

Staff recommends MPUB approval of the subdivision application as proposed subject to the following: 1.) Dedication of a utility easement, possibly along the perimeter of the property, and where the main utility lines will be installed; 2.) Installation of the proposed public utility infrastructure be constructed as proposed; 3.) Payment of a Sewer Line Reimbursement to MPU in the amount of \$2,066.33 for the West Central Sewer Project; and 4.) Payment of a Waterline Reimbursement to MPU in the amount of \$3,882.38 for the Ware Road Waterline Relocation Project.

I'll be available for further discussion/questions at the MPUB meeting.



POWER ENGINEERS, INC.
11733 CHESTERDALE ROAD
CINCINNATI, OHIO 45246 USA

PHONE 513-326-1500
FAX 513-326-1550

MEMORANDUM

DATE: May 2, 2022

TO: Mr. Rafael Balderas

c: Mrs. Alison Scribailo Project Mgr. Sr., AEP, Mr. Juan Ludwig P.E., CDS Muery

FROM: Stuart Toraason, P.E., PEI

SUBJECT: AEP James Rowe Substation Subdivision, Lot 1 Utility Memo

MESSAGE

Project Description

The purpose of this project is to improve the reliability and capacity of the local electrical distribution network by constructing a new electric substation. The substation will be constructed on a new subdivision by American Electric Power (AEP). The access will be constructed within an access and utility easement on a separate adjoining parcel on the north side of the property. The easement turns east, connecting to Ware Road.

Water Main Extension

The project includes the installation of an 8" water main extension from the existing commercial subdivision that is south of the property, extending approximately 500-linear feet north through the proposed AEP parcel. The proposed 8" water main will be installed within the existing city of McAllen utility easement along the west side of the property and will parallel the existing city sanitary main maintaining a minimum of 9-feet of clearance from the sewer. The proposed main will be fitted with a city standard tee and fire hydrant assembly and capped at the north end.

Fire Hydrant Relocation

An existing City fire hydrant that conflicts with the new site entrance opposite Quince Avenue will be relocated to the south along Ware Road.

Storm Drainage

The site detention pond will discharge via a proposed 24" concrete storm sewer in a proposed storm easement that will connect to the existing 30" storm pipe in Ware Road to the east. In Ware Road a new drainage inlet will be constructed on the existing 30" storm pipe at the connection.

A handwritten signature in blue ink, appearing to read "Stuart Toraason", with a horizontal line extending to the right.

Stuart Toraason, PE
POWER Engineers, Inc.

REIMBURSEMENT WAIVER

STATE OF TEXAS X

COUNTY OF HIDALGO X

THIS CERTIFICATE, issued by the McAllen Public Utility (MPUB), as authorized by such Board of Trustees, hereinafter called the MPUB to American Electric Power hereinafter called the DEVELOPER.

1. The DEVELOPER is the developer of the following described property:

AEP James Rowe Substation and proposes to construct Utility Improvements as shown on a plan
(Subdivision Name)

designed by POWER Engineers, Inc. dated 03/28/22, hereinafter called the
(Engineering Firm)

IMPROVEMENTS, as approved by the McAllen Public Utility Board on _____.
(Approval date)

2. By the execution of this certificate, the Developer hereby waives and disclaims the right to obtain reimbursement from Intervening Developers in accordance with the MPUB's Reimbursement Policy.

ISSUED in triplicate originals this _____ day of _____, 202_.

CITY OF McALLEN BY THE
McALLEN PUBLIC UTILITY

BY: _____
Mark Vega, P.E.
General Manager, McAllen Public Utility
Post Office Box 220
McAllen, Texas 78505-0220
(956) 681-1630

ATTEST:

Board Secretary

DEVELOPER

BY: _____
Address: _____

**SUBDIVISION REIMBURSEMENT WORKSHEET
AEP JAMES ROWE SUBSTATION SUBDIVISION**

SEWER LINE REIMB. CALCULATIONS			
SEWER:	MPU: WEST CENTRAL SEWER		
COST:	\$617.92 x	3.04 AC	\$1,878.48
10% ADMIN FEE	<10 YEARS		187.85
SEWER LINE REIMBURSEMENT			\$2,066.33

WATER LINE REIMB. CALCULATIONS			
WATER:	MPU: WARE ROAD WATERLINE RELOCATE		
COST:	\$1,161.00 x	3.04 AC	\$3,529.44
10% ADMIN FEE	<10 YEARS		352.94
WATER LINE REIMBURSEMENT			\$3,882.38

TOTAL REIMBURSEMENT DUE **\$5,948.71**

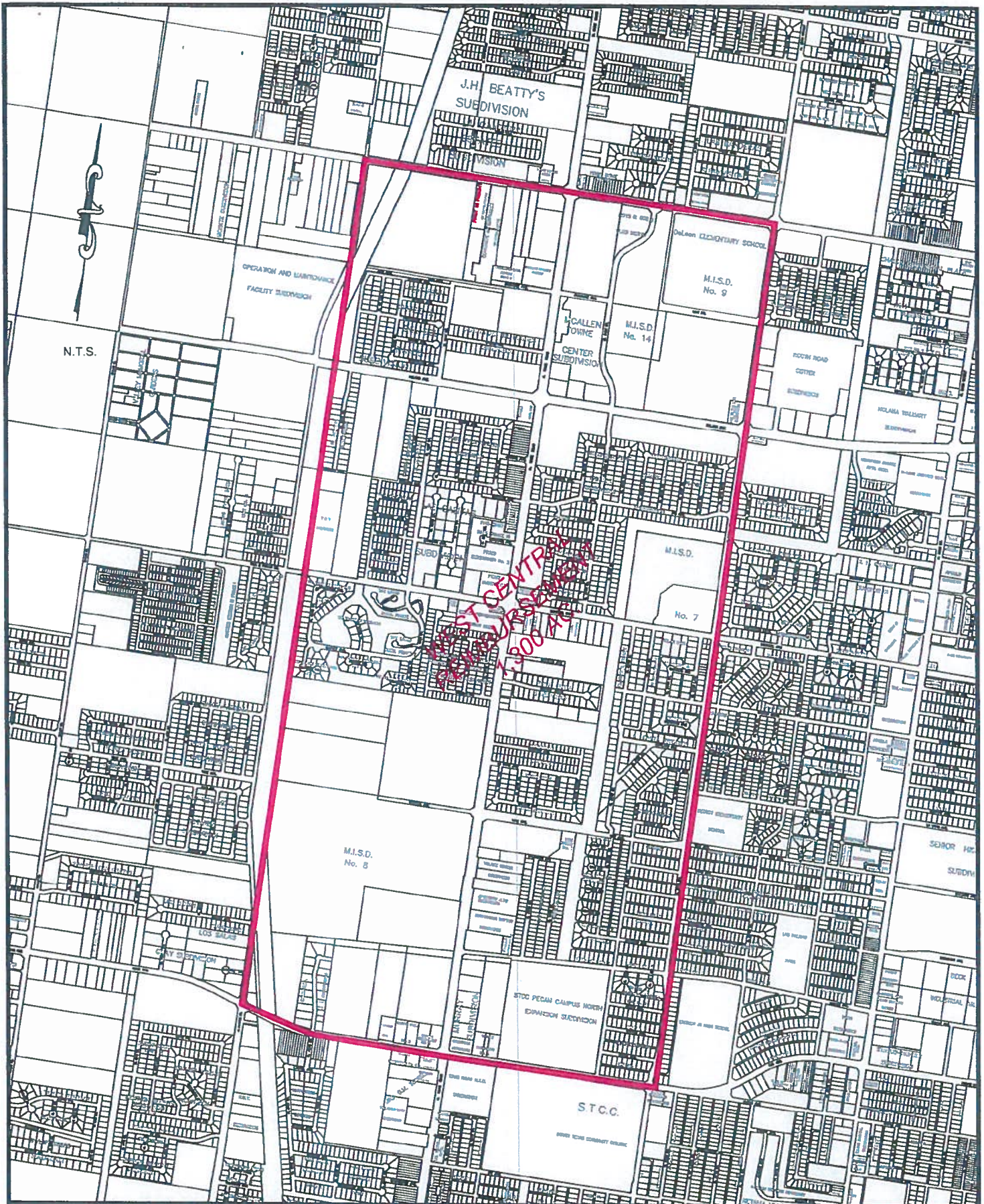
Prepared By: RB Date: _____ Reviewed By: _____

Escrows will be adjusted upon execution of Final Reimbursement Certificate

I hereby agree to pay amounts indicated above and any additional costs determined in the Final Reimbursement Certificate as approved by McAllen Public Utility Board.

Signature: _____

Print: _____



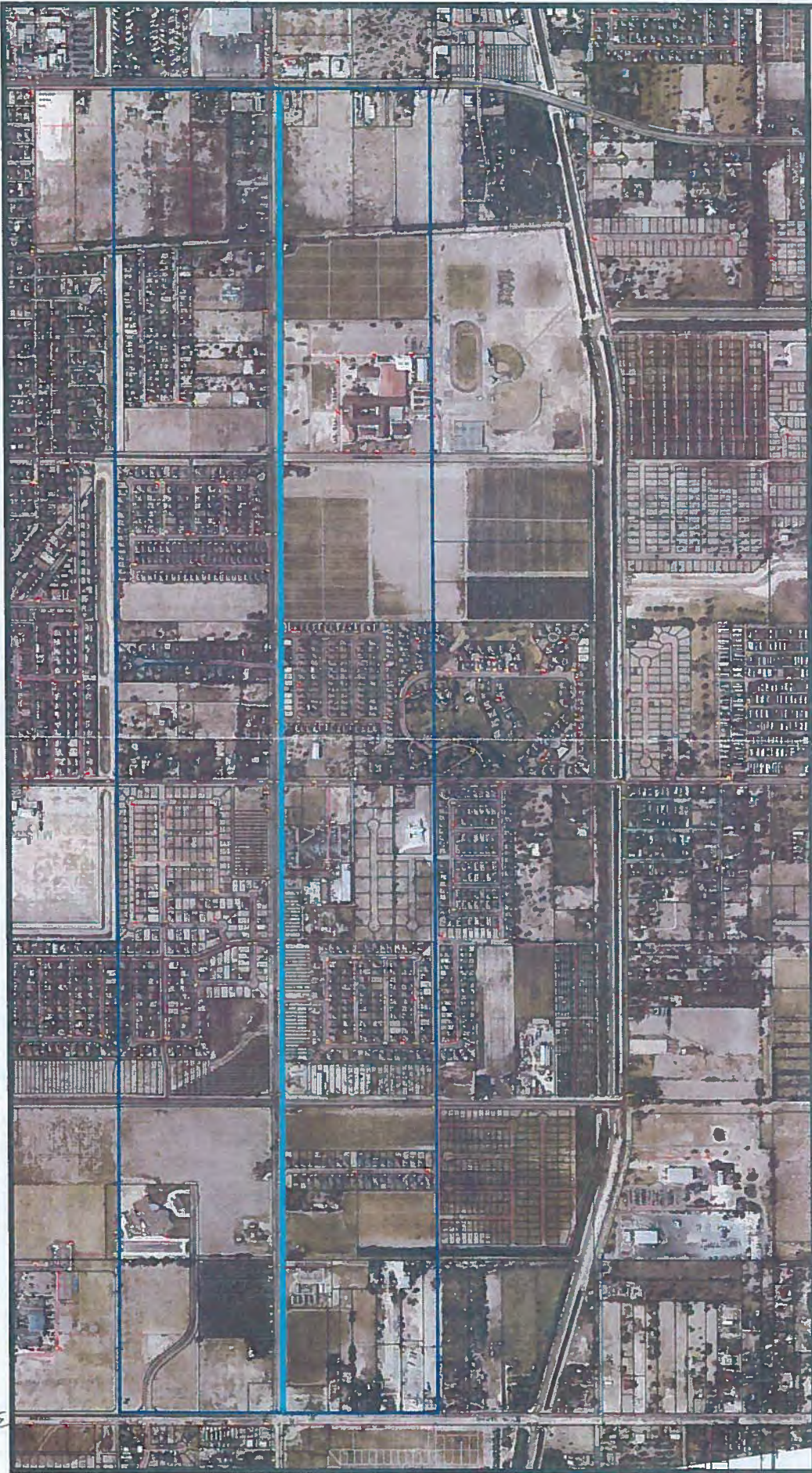
WEST CENTRAL
 DISTRIBUTION
 SEWER SERVICE AREA
 1-900-411-1111

WEST CENTRAL DISTRIBUTION
SEWER SERVICE AREA



McALLEN
PUBLIC UTILITY

sbh



01-02-609-46 3/7/05

WARE ROAD WATER LINE PHASE I
 SERVICE AREA

430-4030-446-6636
 \$1,158.72 / AC
 7/26/05
 8/9/05

2 mile

STATE OF OHIO
COUNTY OF FRANKLIN

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE TRADE ZONE SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

AEP TEXAS INC.
P. TODD IRELAND
MANAGER REAL ESTATE ASSET MANAGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN

BEFORE ME, the undersigned notary public, on this day personally appeared P. Todd Ireland proved to me through his Ohio Department of Public Safety Driver's License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____ 20____.

NAME - NOTARY PUBLIC

DATE

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

MAYOR

DATE

CITY SECRETARY

DATE

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE _____ DAY OF _____ 20____.

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

ATTEST:

PRESIDENT

SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STUART TORAASON
LICENSED PROFESSIONAL ENGINEER
No. 129843 - STATE OF TEXAS

JOHN T. KUBALA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4505 - STATE OF TEXAS

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

CHAIRMAN, PLANNING COMMISSION
APPROVED BY DRAINAGE DISTRICT:

DATE

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

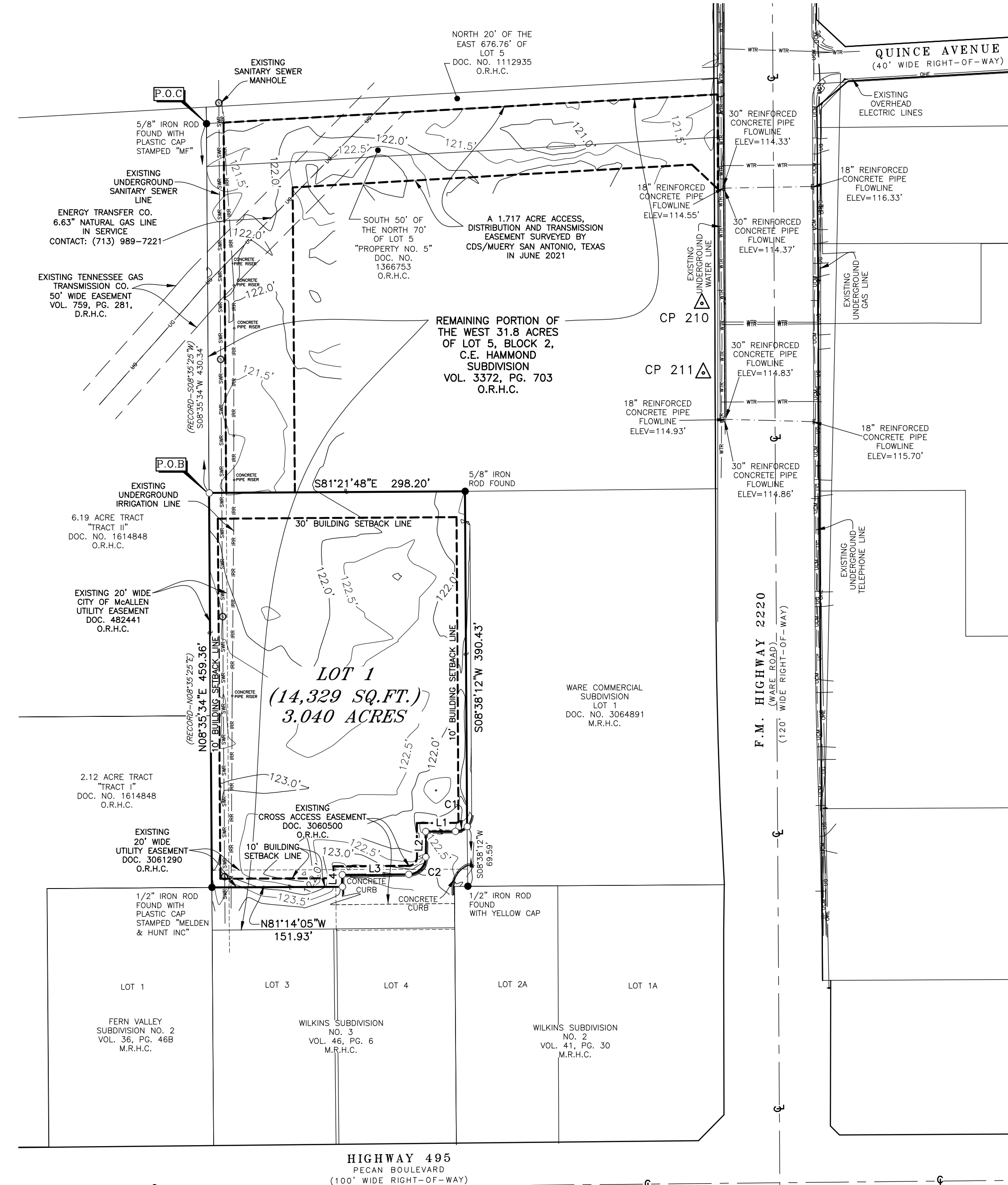
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

LEGEND

- - 1/2" IRON ROD SET WITH PLASTIC CAP
- - STAMPED "CDS/MUERY S.A. TX."
- - FOUND MONUMENTATION
- - 0.5 FOOT CONTOUR LINE
- - 1 FOOT CONTOUR LINE
- - 122.0' - 1 FOOT CONTOUR LINE
- POB - PLACE OF BEGINNING
- POC - PLACE OF COMMENCING
- - - - CENTERLINE
- - PROPERTY LINES
- R.O.W. - RIGHT-OF-WAY
- O.R.H.C. - OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
- △ - CONTROL POINT
- - EXISTING SANITARY SEWER MANHOLE
- - UNDERGROUND SANITARY SEWER LINE
- - UNDERGROUND WATER LINE
- - UNDERGROUND GAS LINE
- - UNDERGROUND TELEPHONE LINE
- - UNDERGROUND IRRIGATION LINE
- - OVERHEAD ELECTRIC LINE



PLAT NOTES AND RESTRICTIONS FOR THE CITY OF MCALLEN, TEXAS:

- MINIMUM FINISHED FLOOR ELEVATION: 18" ABOVE THE TOP OF CURB OF THE STREET AT MID POINT OF EACH LOT.
- MINIMUM SETBACKS:
FRONT 5.0 FEET
REAR 5.0 FEET OR EASEMENT WHICHEVER IS GREATER
SIDES 5.0 FEET OR EASEMENT WHICHEVER IS GREATER
- NO BUILDINGS OR DRAINAGE DETENTION AREAS SHALL BE CONSTRUCTED OVER ANY EASEMENT.
- REQUIRED DRAINAGE DETENTION: 16,404 C.F. (0.38 AC./FT.) TOTAL DETENTION IS BEING PROVIDED IN LOT "1". LOT "1" WILL BE MAINTAINED BY OWNERS AND NOT THE CITY OF MCALLEN.
- VERTICAL DATUM: CITY OF MCALLEN STATION MC93; BENCHMARK DESCRIPTION: 3-1/4" BRASS CAP LOCATED 120 FEET NORTH AND 27 FEET WEST OF THE INTERSECTION OF 24TH STREET AND LUCILLE STREET. NAVD83; SEOID 12A ELEVATION 96.99 FEET (CDS MUERY). NAVD88, GEOMODE 96 ELEVATION 97.44 FEET (CITY OF MCALLEN).
- AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- AN 8.0 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- A 25 FT. X 25 FT. SIGHT OBSTRUCTION EASEMENT IS REQUIRED AT ALL STREET INTERSECTIONS.
- A VARIANCE FOR WATER AND SANITARY SEWER UTILITIES FOR THIS DEVELOPMENT WAS GRANTED BY THE MCALLEN PUBLIC UTILITY BOARD ON 2/26/19. UTILITIES WILL NEED TO BE INSTALLED IN THE EVENT THE PROPERTY IS TRANSFERRED AND NO LONGER UTILIZED AS AN ELECTRICAL SUBSTATION.
- A 6.0 FT OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL ZONES/USES.
- A 4.0 FT MINIMUM SIDEWALK REQUIRED ON S. 26TH STREET.
- A 10 X 10 SITE OBSTRUCTION EASEMENT AT ALLEY/STREET INTERSECTIONS.

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	15.32'	43°52'36"	S76°41'57"W	14.95'
C2	20.00'	31.42'	90°00'00"	S53°38'12"W	28.29'

LINE	BEARING	DISTANCE
L1	N81°21'48"W	34.64'
L2	S08°38'12"W	29.68'
L3	N81°21'48"W	77.41'
L4	S08°38'12"W	14.00'

METES AND BOUNDS DESCRIPTION
LOT 1
3.040 ACRES
HIDALGO COUNTY, TEXAS

BEING A 3.040 acre tract of land lying in the Jose De La Cerda Survey 61, Abstract 29, Hidalgo County, Texas, same being a portion of Lot 5, Block 2, C.E. Hammond Subdivision as described and recorded in volume 18, page 439, Deed Records of Hidalgo County, Texas, same also being a portion of the west 31.8 acre tract of land as described and recorded in volume 3372, page 703, Official Records of Hidalgo County, Texas, same also being more particularly described as follows:

COMMENCING at a 5/8" iron rod found with plastic cap stamped "MF" in the east line of a 6.19 acre tract of land as described as "Tract II" and recorded in document number 1614848, Official Records of Hidalgo County, Texas, for the southwest corner of a tract of land described as "North 20 feet of the east 676.76 feet of Lot 5" and recorded in document number 1112935, Official Records of Hidalgo County, Texas, and the northeast corner of a tract of land described as "Property No. 5," "South 50 feet of the north 70 feet of Lot 5" and recorded in document number 1366753, Official Records of Hidalgo County, Texas;

THENCE along the east line of the aforementioned 6.19 acre tract, S08°35'34"W a distance of 430.34 feet (Record - S08°35'25"W) to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the PLACE OF BEGINNING and the northeast corner of the herein described 3.040 acre tract;

THENCE leaving the east line of the aforementioned 6.19 acre tract, S81°21'48"E a distance of 298.20 feet to a 5/8" iron rod found with plastic cap stamped "MF" in the east line of the herein described 3.040 acre tract;

THENCE along the west line of the aforementioned Lot 1, S08°38'12"W a distance of 390.43 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the southeast corner of the herein described 3.040 acre tract, from which a 1/2" iron rod found with plastic cap stamped "CDS/MUERY S.A. TX." in the north line of the Wilkins Subdivision No. 2 as described and recorded in volume 41, page 30, Map Records of Hidalgo County, Texas, for the southwest corner of said Lot 1 bears S08°38'12"W a distance of 69.59 feet;

THENCE an arc distance of 15.32 feet along a non-tangent curve to the right, having a radius of 20.00 feet, a central angle of 43°52'36" a chord which bears S76°41'57"W and a distance of 14.95 feet, to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of tangency;

THENCE N81°21'48"W a distance of 34.64 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior corner of the herein described 3.040 acre tract;

THENCE S08°38'12"W a distance of 29.68 feet 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of curvature;

THENCE an arc distance of 31.42 feet along a curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", a chord which bears S53°38'12"W and a distance of 28.29 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for a point of tangency;

THENCE N81°21'48"W a distance of 77.41 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for an interior corner of the herein described 3.040 acre tract;

THENCE S08°38'12"W a distance of 14.00 feet to a 1/2" iron rod set with plastic cap stamped "CDS/MUERY S.A. TX." for the most southerly southeast corner of the herein described 3.040 acre tract;

THENCE N81°14'05"W a distance of 151.93 feet to a 1/2" iron rod found plastic cap stamped "MELDEN & HUNT INC." for the northeast corner of Lot 1 of the Fern Valley Subdivision No. 2 as described and recorded in volume 36, page 46B, Map Records of Hidalgo County, Texas, the most easterly southeast corner of a 2.12 acre tract of land as described as "Tract I" and recorded in document number 1614848, Official Records of Hidalgo County, Texas, and the southwest corner of the herein described 3.040 acre tract;

THENCE along an east line of the aforementioned 2.12 acre tract and the east line of the aforementioned 6.19 acre tract, N08°35'34"E a distance of 459.36 feet (Record - N08°35'25"E) to the PLACE OF BEGINNING and containing 3.040 acres of land.

CONTROL POINT TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
210	16,606,248.57	1,063,168.03	121.44'	SET 1/2"R/RARC
211	16,606,168.33	1,063,157.01	120.72'	SET 1/2"R/RARC

DATUM INFORMATION:

VERTICAL DATUM:
NORTH AMERICAN VERTICAL DATUM 1988.

HORIZONTAL DATUM:
GRID NORTH, TEXAS STATE PLANE
COORDINATE SYSTEM, NAD 1983(2011),
SOUTH ZONE.

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

ON: _____ AT _____ A.M./P.M.

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY CLERK

PRINCIPAL CONTACTS

OWNER(S)	NAME	ADDRESS	PHONE NUMBER
	AEP TEXAS INC	1 RIVERSIDE PLAZA COLUMBUS, OHIO 43215	614-716-6835
ENGINEER	STUART TORAASON	11733 CHESTERFIELD RD. CINCINNATI, OH 45246	(513) 326-1504
SURVEYOR	JOHN T. KUBALA	100 NE LOOP 410, STE. 300 SAN ANTONIO, TX. 78216	210-581-1111

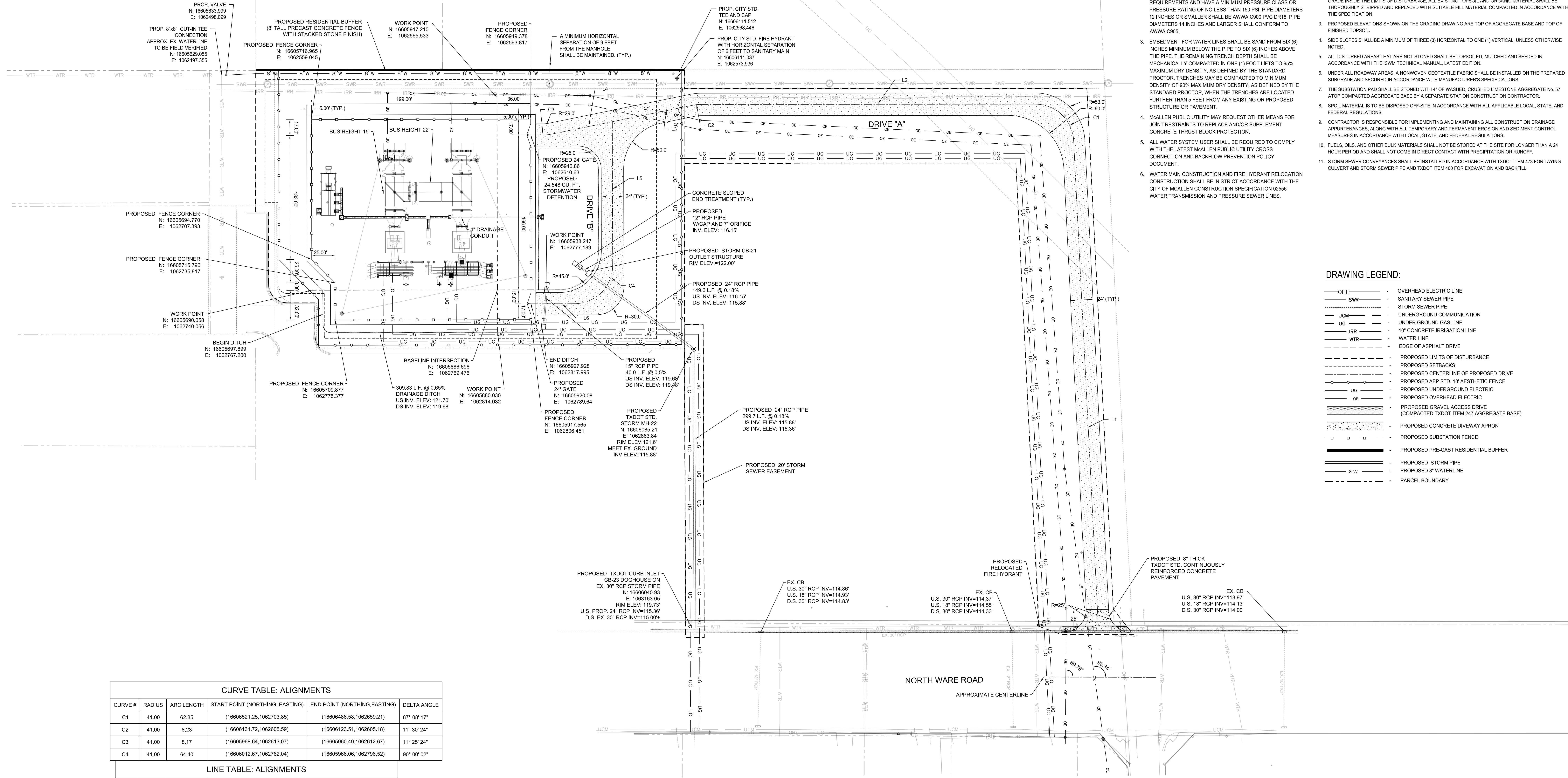


AEP JAMES ROWE SUBSTATION SUBDIVISION
LOT 1 (NON-HABITABLE)
AEP TEXAS INC.
CITY OF MCALLEN, HIDALGO COUNTY, TEXAS

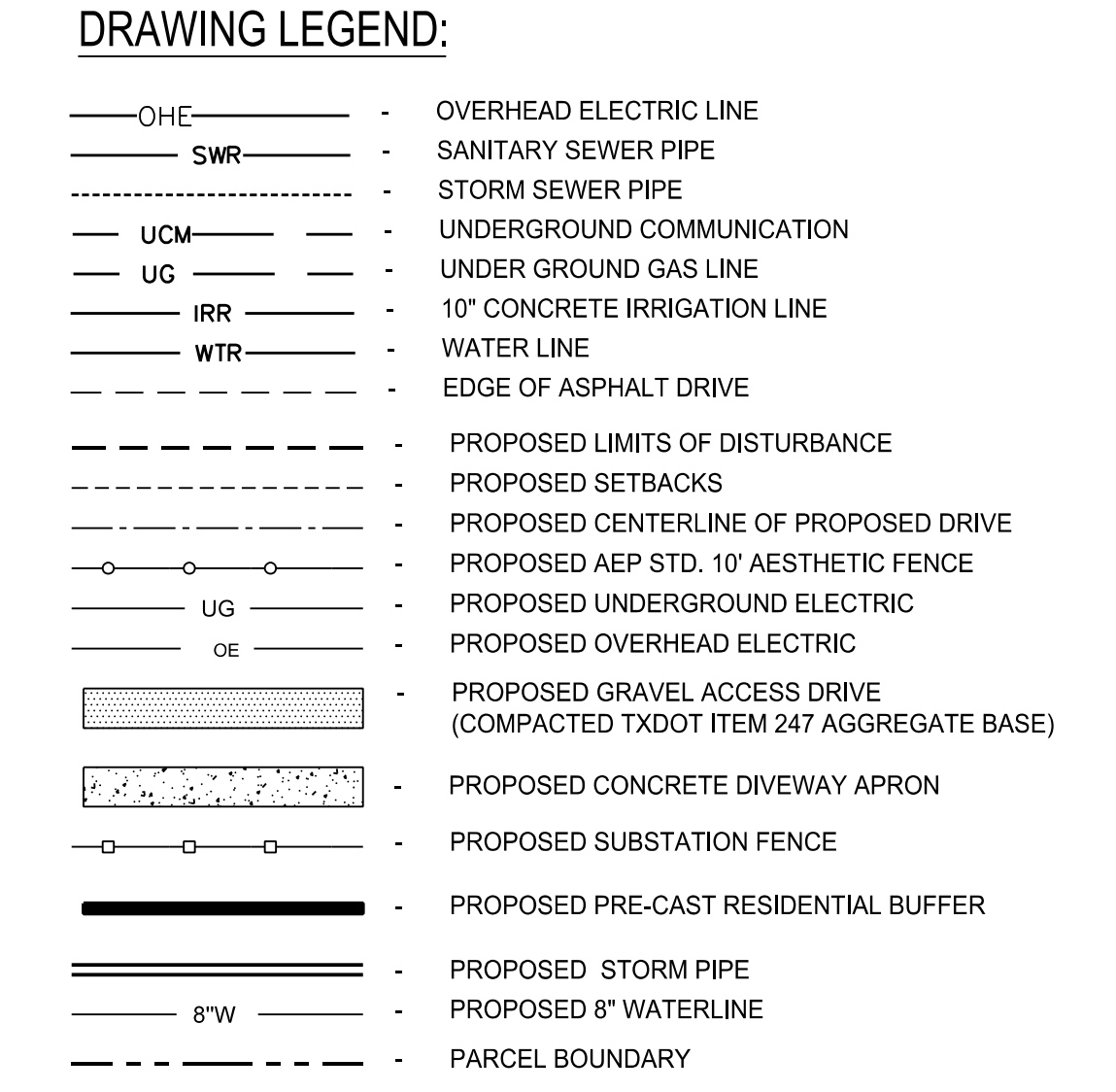
SHEET NO. 1
OF 1 SHEET
FILE NO. NEW ROWE PLAT.dwg
120054

NO	DATE	REVISION	BY

DESIGNED BY	_____
DRAWN BY	P. GARCIA/J. RODRIGUEZ
CHECKED BY	J. LUDWIG
REVIEWED BY	T. KUBALA
DATE	JUNE 24, 2021



- WATER DESIGN GENERAL NOTES:**
1. WATER MAINS SHALL BE A MINIMUM OF 8 INCHES IN DIAMETER. FIRE HYDRANT LEAD LINE SHALL BE NO LESS THAN 6 INCHES IN DIAMETER.
 2. PIPE SHALL CONFORM TO AWWA C900, C905, OR C909 REQUIREMENTS AND HAVE A MINIMUM PRESSURE CLASS OR PRESSURE RATING OF NO LESS THAN 150 PSI. PIPE DIAMETERS 12 INCHES OR SMALLER SHALL BE AWWA C900 PVC DR18. PIPE DIAMETERS 14 INCHES AND LARGER SHALL CONFORM TO AWWA C905.
 3. EMBEDMENT FOR WATER LINES SHALL BE SAND FROM SIX (6) INCHES MINIMUM BELOW THE PIPE TO SIX (6) INCHES ABOVE THE PIPE. THE REMAINING TRENCH DEPTH SHALL BE MECHANICALLY COMPACTED IN ONE (1) FOOT LIFTS TO 95% MAXIMUM DRY DENSITY, AS DEFINED BY THE STANDARD PROCTOR. TRENCHES MAY BE COMPACTED TO MINIMUM DENSITY OF 90% MAXIMUM DRY DENSITY, AS DEFINED BY THE STANDARD PROCTOR, WHEN THE TRENCHES ARE LOCATED FURTHER THAN 5 FEET FROM ANY EXISTING OR PROPOSED STRUCTURE OR PAVEMENT.
 4. M-ALLEN PUBLIC UTILITY MAY REQUEST OTHER MEANS FOR JOINT RESTRAINTS TO REPLACE AND/OR SUPPLEMENT CONCRETE THRUST BLOCK PROTECTION.
 5. ALL WATER SYSTEM USER SHALL BE REQUIRED TO COMPLY WITH THE LATEST M-ALLEN PUBLIC UTILITY CROSS CONNECTION AND BACKFLOW PREVENTION POLICY DOCUMENT.
 6. WATER MAIN CONSTRUCTION AND FIRE HYDRANT RELOCATION CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF M-ALLEN CONSTRUCTION SPECIFICATION 02556 WATER TRANSMISSION AND PRESSURE SEWER LINES.
- STIC/CIVIL GENERAL NOTES:**
1. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST REVISION OF THE AMERICAN ELECTRIC POWER COMPANY DOCUMENT NO. SS-10102, "TECHNICAL SPECIFICATION FOR SUBSTATION AND SWITCHING STATION CONSTRUCTION", HEREIN AFTER KNOWN AS THE "SPECIFICATION".
 2. THE EARTHWORK QUANTITIES SHOWN ARE BASED ON STRIPPING TO A DEPTH OF 6" BELOW EXISTING GRADE INSIDE THE LIMITS OF DISTURBANCE. ALL EXISTING TOPSOIL AND ORGANIC MATERIAL SHALL BE THOROUGHLY STRIPPED AND REPLACED WITH SUITABLE FILL MATERIAL COMPACTED IN ACCORDANCE WITH THE SPECIFICATION.
 3. PROPOSED ELEVATIONS SHOWN ON THE GRADING DRAWING ARE TOP OF AGGREGATE BASE AND TOP OF FINISHED TOPSOIL.
 4. SIDE SLOPES SHALL BE A MINIMUM OF THREE (3) HORIZONTAL TO ONE (1) VERTICAL, UNLESS OTHERWISE NOTED.
 5. ALL DISTURBED AREAS THAT ARE NOT STONED SHALL BE TOPSOILED, MULCHED AND SEEDING IN ACCORDANCE WITH THE ISWM TECHNICAL MANUAL, LATEST EDITION.
 6. UNDER ALL ROADWAY AREAS, A NONWOVEN GEOTEXTILE FABRIC SHALL BE INSTALLED ON THE PREPARED SUBGRADE AND SECURED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 7. THE SUBSTATION PAD SHALL BE STONED WITH 4" OF WASHED, CRUSHED LIMESTONE AGGREGATE NO. 57 ATOP COMPACTED AGGREGATE BASE BY A SEPARATE STATION CONSTRUCTION CONTRACTOR.
 8. SPOIL MATERIAL IS TO BE DISPOSED OFF-SITE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
 9. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ALL CONSTRUCTION DRAINAGE APPURTENANCES, ALONG WITH ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
 10. ALL WATER SYSTEM USER SHALL BE REQUIRED TO COMPLY WITH THE LATEST M-ALLEN PUBLIC UTILITY CROSS CONNECTION AND BACKFLOW PREVENTION POLICY DOCUMENT.
 11. FUELS, OILS, AND OTHER BULK MATERIALS SHALL NOT BE STORED AT THE SITE FOR LONGER THAN A 24 HOUR PERIOD AND SHALL NOT COME IN DIRECT CONTACT WITH PRECIPITATION OR RUNOFF.
 12. STORM SEWER CONVEYANCES SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT ITEM 473 FOR LAYING CULVERT AND STORM SEWER PIPE AND TXDOT ITEM 400 FOR EXCAVATION AND BACKFILL.



CURVE TABLE: ALIGNMENTS

CURVE #	RADIUS	ARC LENGTH	START POINT (NORTHING, EASTING)	END POINT (NORTHING, EASTING)	DELTA ANGLE
C1	41.00	62.35	(16606521.25, 1062703.85)	(16606486.58, 1062659.21)	87° 08' 17"
C2	41.00	8.23	(16606131.72, 1062605.59)	(16606123.51, 1062605.18)	11° 30' 24"
C3	41.00	8.17	(16605968.64, 1062613.07)	(16605960.49, 1062612.67)	11° 29' 24"
C4	41.00	64.40	(16606012.67, 1062762.04)	(16605966.06, 1062796.52)	90° 00' 02"

LINE TABLE: ALIGNMENTS

LINE #	LENGTH	DIRECTION	START POINT (NORTHING, EASTING)	END POINT (NORTHING, EASTING)
L1	546.18	N84° 16' 09"W	(16606486.71, 1063247.30)	(16606521.25, 1062703.85)
L2	358.89	S8° 35' 34"W	(16606486.58, 1062659.21)	(16606131.72, 1062605.59)
L3	88.15	S2° 54' 50"E	(16606123.51, 1062605.18)	(16606035.47, 1062609.67)
L4	66.91	S2° 54' 50"E	(16606035.47, 1062609.67)	(16605968.64, 1062613.07)
L5	179.07	S81° 29' 27"E	(16606039.17, 1062584.94)	(16606012.67, 1062762.04)
L6	71.49	S8° 30' 35"W	(16605966.06, 1062796.52)	(16605885.36, 1062785.94)

SITE LAYOUT PLAN
SCALE 1"=40'

DRAWING INDEX

COVER SHEET	5132PG00
EXISTING CONDITIONS PLAN	5132PG01
SITE LAYOUT PLAN	5132PG02
STATION GRADING PLAN	5132PG03
SITE GRADING DETAILS	5132PG04
EROSION & SEDIMENT CONTROL PLAN	5132PG05
EROSION & SEDIMENT CONTROL NOTES & DETAILS	5132PG06
WATER LINE NOTES & DETAILS	5132PG07



OLD DWG #: _____ STD DWG #: _____

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AMERICAN ELECTRIC POWER
TEXAS CENTRAL COMPANY

JAMES ROWE SUBSTATION NO. 5132 TEXAS

13812.47 KV

SITE LAYOUT PLAN

HORIZONTAL CONTROL

SCALE: 1" = 40'

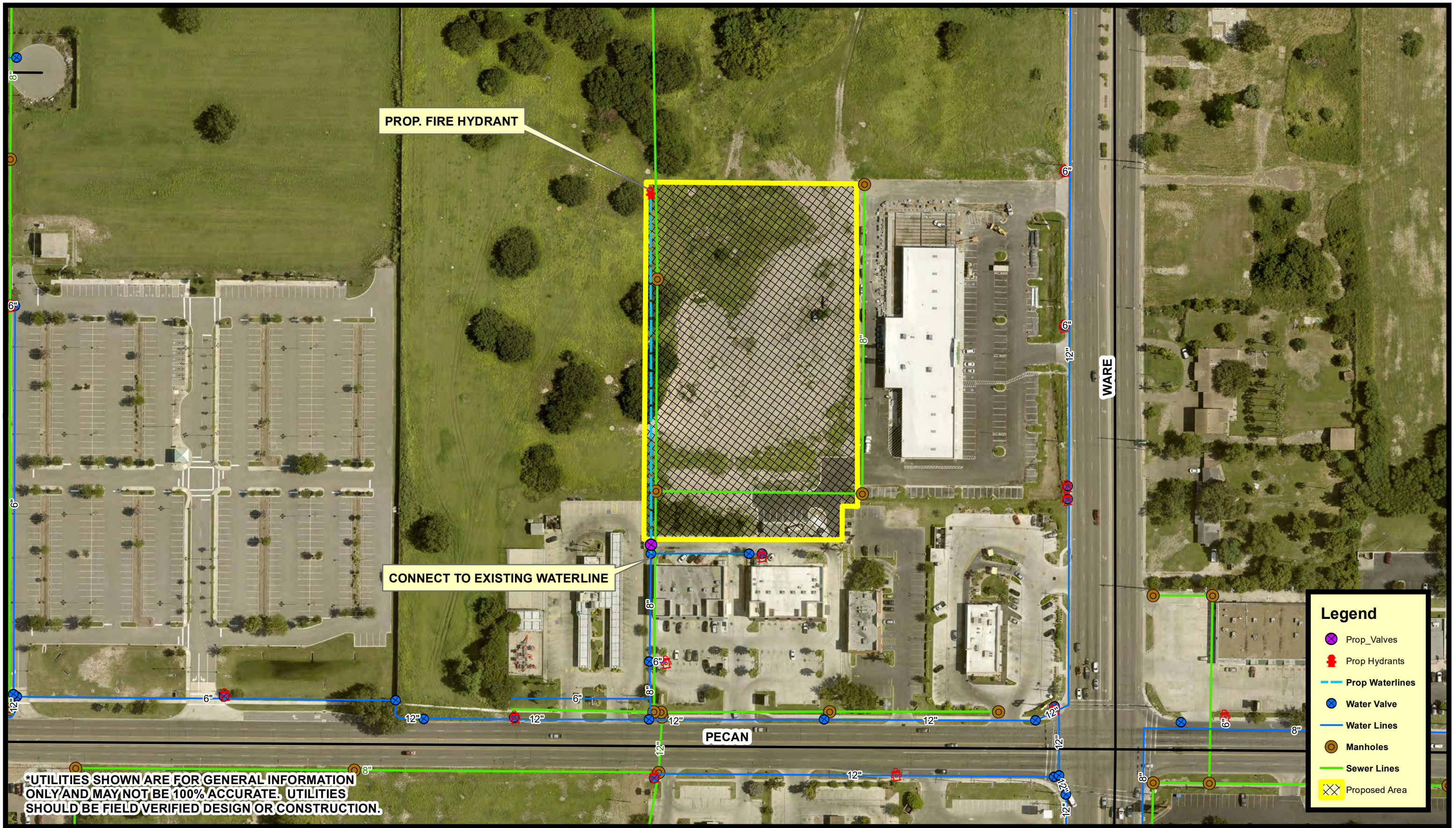
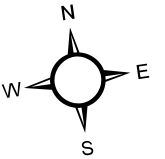
DR: AJW/TVS/PEI	ENG: SMT/PEI	CH: AJW/PEI
WD#: 42992392	APPD: SMT/PEI	DATE: 04/14/2022

1 RIVERSIDE PLAZA COLUMBUS, OH 43215 DWG. NO. 5132PG02 REV. 0

0	04/14/2022	ISSUED FOR CONSTRUCTION	SMT	TVS	SMT	AJW	42992392
NO	DATE	REVISION DESCRIPTION	APPR	DR	ENG	CK	ISSUE#



STATION ENGINEERING AT HHHMM ON DC-MMM-YYY AT HHHMM PLOTTED BY SUBERS ON DC-MMM-YYY AT HHHMM CADFILEPATH











PROP. FIRE HYDRANT

CONNECT TO EXISTING WATERLINE

WARE

PECAN

Legend

-  Prop_Valves
-  Prop Hydrants
-  Prop Waterlines
-  Water Valve
-  Water Lines
-  Manholes
-  Sewer Lines
-  Proposed Area

***UTILITIES SHOWN ARE FOR GENERAL INFORMATION ONLY AND MAY NOT BE 100% ACCURATE. UTILITIES SHOULD BE FIELD VERIFIED DESIGN OR CONSTRUCTION.**



	AGENDA ITEM	<u>5.a.</u>
PUBLIC UTILITY BOARD	DATE SUBMITTED	05/03/2022
	MEETING DATE	5/10/2022

1. **Agenda Item: Consultation with City Attorney regarding potential litigation before the PUC. (T.G.C. 551.071)**

2. **Party Making Request: Isaac Tawil, City Attorney**

3. **Nature of Request: Item for Board information and discussion.**

4. **Budgeted:**

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. **Reimbursement:**

6. **Routing:**
Nyla Flatau **Created/Initiated - 5/3/2022**

7. **Staff's Recommendation: Item for Board informaiton and discussion.**

8. **City Attorney: None. IJT**

9. **MPU General Manager: N/A**

10. **Director of Finance for Utilities: N/A - MDC**



AGENDA ITEM 5.b.

PUBLIC UTILITY BOARD

DATE SUBMITTED 05/04/2022

MEETING DATE 5/10/2022

1. **Agenda Item: Consultation with counsel regarding legal aspects of subdivision reimbursements. (T.G.C. 551.071)**

2. **Party Making Request: Isaac Tawil, City Attorney**

3. **Nature of Request: Item for Board discussion and information.**

4. **Budgeted:**

Bid Amount:	_____	Budgeted Amount:	_____
Under Budget:	_____	Over Budget:	_____
		Amount Remaining:	_____

5. **Reimbursement:**

6. **Routing:**
Nyla Flatau Created/Initiated - 5/4/2022

7. **Staff's Recommendation: Item for Board discussion and information.**

8. **City Attorney: None. IJT**

9. **MPU General Manager: N/A**

10. **Director of Finance for Utilities: N/A - MDC**