

South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus
Tuesday, January 12, 2016
@ 4:00 PM
McAllen, Texas

“At anytime during the course of this meeting, the Board of Trustees 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 Board of Trustees 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 anytime during the course of this meeting, the Board of Trustees 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.”

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Approval of December 8, 2015 Facilities Committee Meeting Minutes

The Minutes for the Facilities Committee meeting of December 8, 2015 are presented for Committee approval.

**South Texas College
Board of Trustees
Facilities Committee
Ann Richards Administration Building, Board Room
Pecan Campus, McAllen, Texas
Tuesday, December 08, 2015 @ 4:00 PM**

MINUTES

The Facilities Committee Meeting was held on Tuesday, December 08, 2015 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 4:04 p.m. with Mr. Gary Gurwitz presiding.

Members present: Mr. Gary Gurwitz, Mr. Roy de León, Dr. Alejo Salinas, Jr., Mr. Paul R. Rodriguez, Ms. Rose Benavidez, and Mrs. Graciela Farias

Members absent: Mr. Jesse Villarreal

Also present: Dr. Shirley A. Reed, Mr. Chuy Ramirez, Mrs. Mary Elizondo, Mr. Ricardo de la Garza, Mr. George McCaleb, Mr. Cody Gregg, Mr. Nick Gonzalez, Mr. Raul Cabaza, III, Mr. Gilbert Gallegos, Ms. Diana Bravos Gonzalez, Mr. Rolando Garcia, Mr. Ramiro Gutierrez, Mr. Hector Garcia, Ms. Kelley Heller-Vela, Mr. Mario Reyna, Mr. Hector Garcia, and Mr. Andrew Fish

Approval of November 10, 2015 and November 24, 2015 Facilities Committee Meeting Minutes

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mrs. Graciela Farias, the Minutes for the Facilities Committee meetings of November 10, 2015 and November 24, 2015 were approved as written. The motion carried.

Update on Status of 2013 Bond Construction Program

The packet included a copy of the presentation prepared by Broaddus and Associates as an update on the status of the 2013 Bond Construction Program. Mr. Gilbert Gallegos from Broaddus and Associates presented the update. This was an informational item and no action was requested.

Review and Recommend Action on Additional Services with Broaddus and Associates for Structured Cabling (IT) Duct Bank Modifications for the 2013 Bond Construction Program

Approval of additional services with Broaddus and Associates for a Structured Cabling (IT) Duct Bank Modifications for the 2013 Bond Construction Program will be requested at the December 15, 2015 Board meeting.

Purpose

The existing structured cabling (IT) duct banks required modifications at each of the campuses in order to provide data service to the proposed bond program facilities. The IT (information technology) duct banks were a series of underground conduits that carry the fiber optic data cabling between the buildings.

Justification

The design of exterior underground structured cabling (IT) duct banks was not included in any current architectural or engineering consultant agreement(s). The existing structured cabling (IT) duct banks were located between the buildings and provided the required data connectivity for the buildings.

Background

Broaddus and Associates met with college staff and WJHW (AV/IT consultant) on October 26, 2015 to discuss existing duct bank locations at each of the college campuses and their relative relationships to proposed Bond Program facilities. Routing options were identified and recorded. Broaddus and Associates submitted a proposal in the amount of \$30,150, which included a "not-to-exceed" total for reimbursable expenses, for additional services to design modifications to the exterior underground structured cabling (IT) duct banks.

Facilities Committee Discussion

At the Facilities Committee, Broaddus and Associates was asked why competitive procurement procedures were not followed for this project. Mr. Gilbert Gallegos responded that the nature of work was such that it was beneficial to the College to include it as an additional service to the current contract with WJHW rather than to contract another design team that would then need to coordinate closely with WJHW and the Construction Manager-at-Risk.

Mr. Gary Gurwitz asked Mr. Gallegos whether the project would be carried out in such a way to accommodate future expansion, including routing that would not interfere with anticipated construction under the current master plan. Mr. Gallegos confirmed that the ducting would be sufficient for future expansion, and routed to avoid any foreseeable conflict under the current master plan.

Mr. Paul R. Rodriguez asked whether the pricing offered for this work by WJHW was reasonable, and whether the College had any way to evaluate the proposal without competing bids. Mr. Gallegos asserted that he felt the pricing was reasonable, but agreed that no competitive bidding had been followed.

Administration stated that they were quite satisfied with the services provided by WJHW and concurred with the recommendation by Broaddus and Associates.

Funding Source

Funds were available in the FY 2015-2016 Bond Construction Program Management fund.

Enclosed Documents

A proposal dated November 9, 2015 from Broaddus and Associates was enclosed.

Presenters

Representatives from Broaddus and Associates attended the Facilities Committee meeting and addressed questions related to this item.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval of additional services with Broaddus and Associates in the amount of \$30,150, which includes reimbursable expenses, for Structured Cabling (IT) Duct Bank Modifications for the 2013 Bond Construction Program as presented. The motion carried, with one vote opposed.

Review and Recommend Action on Schematic Design of the 2013 Bond Construction Starr County Campus Library

Approval of schematic design by Mata Garcia Architects for the 2013 Bond Construction Starr County Campus Library will be requested at the December 15, 2015 Board meeting.

Purpose

Schematic design is the first phase of basic design services provided by the project design team. In this phase, the design team prepares schematic drawings based on the Owner's project program and design meetings with staff. The approval of this phase was necessary to establish the basis on which the project design team would be given authorization to proceed with design development and construction document phases.

Justification

Once schematic design was approved, Mata Garcia Architects would proceed to prepare all necessary design development drawings and specifications in preparation for the construction documents phase using college design standards as well as all applicable codes and ordinances. The phases of a construction project are as follows: 1.) Schematic Design, 2.) Design Development, 3.) Construction Documents, 4.) Guaranteed Maximum Price, 5.) Construction, and 6.) Closeout

The Construction Manager-at-Risk provides preconstruction services during the design processes leading to the construction phase. A Guaranteed Maximum Price (GMP) would then be developed and will be presented to the Facilities Committee for review at a future date.

Background

As previously authorized by the Board of Trustees, Mata Garcia Architects began working with Broaddus and Associates, Facilities Planning and Construction, and college staff to develop plans and elevations. The proposed Starr County Campus Library project was part of the 2013 Bond Construction Program and included the following scope:

- **Architect**
 - Mata Garcia Architects

- **Construction Manager-at-Risk**
 - D. Wilson Construction

- **Construction Cost Limitation (CCL)**
 - \$2,800,000

- **Program Scope**
 - SQ FT – 18,516
 - Original Program SF 16,516
 - 1 Floor
 - Student Entrances and Lobby
 - Learning Commons
 - Multi-Purpose and Group Study
 - Circulation
 - Collection
 - Administrative Work / Support

Funding Source

The current Construction Cost Limitation (CCL) was \$2,800,000 and would be adjusted once the Guaranteed Maximum Price (GMP) proposals were submitted by the Construction Manager-at-Risk to be presented to the Board for approval. Bond funds were budgeted in the Bond Construction budget for fiscal year 2015-2016.

Reviewers

The proposed schematic design was reviewed by Broaddus and Associates and staff from Facilities Planning and Construction, Operations and Maintenance, Administration, Library, Instructional Technologies, and Technology Resources departments.

Enclosed Documents

Mata Garcia Architects developed a schematic presentation describing the proposed design. The packet included drawings of the site plan, floor plans, and exterior views.

Presenters

Representatives from Broaddus and Associates and Mata Garcia Architects attended the Facilities Committee meeting to present the schematic design of the proposed expansion project.

The Committee asked the architect about the inclusion of a unisex restroom at the library, and the architect agreed to include this facility in the final presentation to the Board of Trustees.

Upon a motion by Ms. Rose Benavidez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval of the proposed schematic design of the 2013 Bond Construction Starr County Campus Library as presented. The motion carried.

Review and Recommend Action on Schematic Design of the 2013 Bond Construction Starr County Campus Parking and Site Improvements

Approval of schematic design by Melden and Hunt for the 2013 Bond Construction Starr County Campus Parking and Site Improvements project was scheduled to be requested at the December 15, 2015 Board meeting.

Purpose

Schematic design is the first phase of basic design services provided by the project design team. In this phase, the design team prepares schematic drawings based on the Owner's project program and design meetings with staff. The approval of this phase was necessary to establish the basis on which the project design team was given authorization to proceed with design development and construction document phases.

Justification

Once schematic design was approved, Melden and Hunt would proceed to prepare all necessary design development drawings and specifications in preparation for the construction documents phase using college design standards as well as all applicable codes and ordinances. The phases of a construction project are as follows: 1.) Schematic Design, 2.) Design Development, 3.) Construction Documents, 4.) Guaranteed Maximum Price, 5.) Construction, and 6.) Closeout

The Construction Manager-at-Risk provides preconstruction services during the design processes leading to the construction phase. A Guaranteed Maximum Price (GMP) would then be developed and will be presented to the Facilities Committee for review at a future date.

Background

As previously authorized by the Board of Trustees, Melden and Hunt began working with Broaddus and Associates, Facilities Planning and Construction, and college staff to develop parking and site plans. The proposed Starr County Campus Parking and Site Improvements project was part of the 2013 Bond Construction Program and included the following scope:

- **Engineer**
 - Melden and Hunt

- **Construction Manager-at-Risk**
 - D. Wilson Construction Company

- **Construction Cost Limitation (CCL)**
 - \$1,000,000

- **Program Scope**
 - 147 Parking Spaces
 - Drives, Sidewalks
 - Infrastructure Improvements
 - Landscaping and Irrigation
 - Grading and Drainage

- **Program Scope Alternates**
 - Additional 104 parking spaces for a total of 251 spaces
 - Construction of south loop road (south of new library)
 - Demolition of portion of existing loop road (north of new library)

Funding Source

The current Construction Cost Limitation (CCL) was \$1,000,000 and would be adjusted once the Guaranteed Maximum Price (GMP) proposals were submitted by the Construction Manager-at-Risk to be presented to the Board for approval. Bond funds were budgeted in the Bond Construction budget for fiscal year 2015-2016.

Reviewers

The proposed schematic design was reviewed by Broaddus and Associates and staff from Facilities Planning and Construction, Operations and Maintenance, Administration, Technology Resources departments, and Campus Coordinator.

Enclosed Documents

Melden and Hunt developed a schematic presentation describing the proposed design. The packet included drawings of the site plans.

Presenters

Representatives from Broaddus and Associates and Melden and Hunt presented the schematic design of the proposed parking and site improvements.

The Facilities Committee was concerned that the proposed parking lot did not have adequate egress into the existing loop roads, which would lead to congestion on campus which could be avoided through redesigning the parking lots.

The Committee also discussed the possibility of extending another road to FM 3167, which would require approval from Texas Department of Transportation and would increase the project cost.

Melden and Hunt advised the Board that Rio Grande City zoning placed specific requirements for parking spaces on South Texas College that might not be necessary to meet facility needs, and suggested requesting a variance. Legal Counsel proposed that the College might instead ask the City to reclassify the campus to a more appropriate standard, rather than requesting a variance.

Due to the scope of the required changes to the parking lot, Broaddus and Associates withdrew the request for a Committee recommendation and agreed to work with Melden and Hunt to revise the parking lot to address traffic flow concerns, and to look into the options related to a new access to FM 3167 as discussed.

No action was taken.

**Review and Recommend Action on Solicitation of Request for Proposals
(RFP) for Insurance Agent Services to establish an Owner-Controlled
Insurance Program for the 2013 Bond Construction Program**

Approval to solicit for insurance agent services to establish an owner-controlled insurance program for the 2013 Bond Construction program will be requested at the December 15, 2015 Board meeting.

Background

An Owner-Controlled Insurance Program (OCIP) are insurance policies held by a property owner during the construction or renovation of a property, which is typically designed to cover virtually all liability and loss arising from the construction project. The policies solicited by any agent contracted for this purpose may include the following OCIP Insurance coverages:

- a. Worker's Compensation, including Employer's Liability
- b. Commercial General Liability
- c. Umbrella and/or Excess Liability
- d. Builder's Risk
- e. Environmental
- f. Other necessary or appropriate coverage

The OCIP would be designed to protect the District, its agents, contractors, and subcontractors of every tier from loss resulting from construction related activities. Coverage will not be extended to materials, dealers, delivery persons, and other who do not have employees working on the construction site.

The traditional method for insuring construction consists of each general contractor and sub-contractor obtaining their own insurance policies from any provider of their choosing. In turn, they build their policy premiums into their cost structure, which in turn becomes part of their bids. This means that by accepting a general contractor's successful bid, the property owner indirectly pays for administrative overhead at dozens of separate insurance brokers and insurance companies.

In OCIP, all construction, materials, hazard, workers' compensation, terrorist, and other building-related insurance would be purchased by the property owner as part of a single policy from a single insurer.

Description / Details

Under an Owner-Controller Insurance Program (OCIP), a policy would be purchased by the College as part of a single policy from one or more insurers. South Texas College

would purchase coverage exclusively for the entire bond project. It may include other lines of coverage such as Worker’s Compensation.

Benefits of using an OCIP

1. The Policy would be purchased at one (1) policy premium versus several spread among contractors and subcontractors.
2. The College gains direct control over premiums and coverage terms by working directly with an intergovernmental risk pool or an insurance agent.
3. The College chooses its insurance limits and policy terms and conditions.
4. The completed operations portion follows the state statute of repose. Assuming the course of the construction is three (3) years, the policy period and the extended completed operations period would be thirteen (13) years (3+10=13).
5. Litigation – the College would deal with one set of policies as opposed to the contractor and sub-contractor carriers.
6. Allows for maximizing local participation by including subcontractors which might not otherwise have access to meeting insurance requirements
7. Savings will be realized implementing this program

The proposed timeline was as follows:

#	Process	Date
1	Request for Proposals (RFP) Advertised	December 21, 2015 December 28, 2015
2	RFP Issued to Prospective Bidders	December 21, 2015
3	Proposals Due	January 5, 2016
4	Evaluation of Proposals	January 7, 2016
5	Facilities Committee Review	January 12, 2016
6	Board Approval to Award Contract	January 26, 2016
7	Negotiate the Contract with the Awarded Agent	January 27-29, 2016
8	Agent will Solicit Insurance Coverage Proposals	February 1-19, 2016
9	Agent will Evaluate Insurance Proposals	February 22-25, 2016
10	Agent will provide Insurance Information with recommendations to South Texas College	February 26, 2016
11	Insurance Proposals Summary will be on March Facilities Committee agenda for consideration	March 8, 2016
12	Facilities Committee will provide a recommendation at the March Board Meeting for the purchase of insurance coverage	March 29, 2016

Presenters

Raul Cabaza, the college’s risk management consultant, reviewed the Owner-Controlled Insurance Program with the Committee and responded to their questions. It was his independent recommendation that the College consider an OCIP program based not only on the possible cost savings, but also the benefit of having fewer total policies in the event insured losses.

The Committee asked how the Board would assess whether the College realized true savings from the implementation of an OCIP structure. Mr. Gilbert Gallegos responded that the contractors would be expected to include insurance within their initial proposals,

and then Broaddus and Associates would then work with them to remove any costs for insurance policies that would be duplicative with policies carried by the College under its OCIP.

Legal Counsel asked which services would be included in an OCIP as established under this RFP. Mr. Cabaza clarified that the RFP was to solicit the agent, who would then be responsible to find adequate insurance products for the Board's review. Mr. Cabaza agreed that any agent responding to the RFP would be required to be able to obtain policies for each of the proposed types of coverage, for review and approval at the Board's discretion.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to solicit for insurance agent services to establish an owner-controlled insurance program for the 2013 Bond Construction program as presented. The motion carried.

Review and Recommend Action on Contracting Consultant Services for Furniture, Fixtures, and Equipment (FF&E) for the 2013 Bond Construction Program

Approval of contracting consultant services for Furniture, Fixtures, and Equipment (FF&E) for the 2013 Bond Construction program will be requested at the December 15, 2015 Board meeting.

Purpose

Authorization was requested to approve a consultant to assist the college in the development of FF&E standards, acquisition of FF&E property, and the selection, coordination, and placement of FF&E in the 2013 Bond Construction program buildings.

Justification

Furniture, Fixtures, and Equipment consultant services were necessary to assist in the acquisition of FF&E property for the bond construction buildings.

Staff recommended that a consultant be secured to properly manage the large volume of FF&E to be acquired and installed within a short time frame for all of the 2013 Bond Construction program buildings.

A list of services that would be provided were as follows:

- Identify existing FF&E property to be incorporated into new and renovated buildings
- Create and update FF&E standards
- Review and alter all floor plan layouts provided by design teams
- Produce bid documents for procurement
- Update cost estimates
- Develop strategies to maximize value and cost savings through volume purchasing
- Coordinate and provide oversight during ordering, fabrication, delivery, and installation

- Confirm deliveries, proper installation, and prepare punch list
- Receive and review Operations and Maintenance Manuals submitted by vendors
- Follow up on repair and replacement of punch list items or undelivered product

Background

Solicitation for Request for Proposals for these services began on November 9, 2015. A total of four (4) proposals were received on November 24, 2015.

Timeline for Solicitation for Request for Proposals	
November 9, 2015	Solicitation for Request for Proposals began.
November 24, 2015	Four (4) proposals were received.

Based on the evaluations, the highest ranked firm was HPG Design Group, LLC in the amount of \$237,090.

Facilities Committee Presentation

At the December 8, 2015 Facilities Committee it was noted that there were two instances in which the first- and second-ranked respondents' bids were exactly the same, for the Pecan Campus and for the Mid Valley Campus. Two other responses from the same firms, for the Nursing & Allied Health Campus and the Starr County Campus, were significantly different.

The Committee asked staff to verify that the numbers were reported correctly, and staff verified that the numbers provided in the Committee packet were accurate and matched the proposals submitted by the firms.

Funding Source

Funds for these expenditures were budgeted in the bond construction budget for FY 2015-2016.

Reviewers

The proposals were reviewed by Broaddus and Associates and staff from the Facilities Planning and Construction, Library, and Purchasing departments.

Enclosed Documents

The evaluation team including college staff and Broaddus and Associates prepared the a summary of scoring and ranking for review by the Facilities Committee.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mr. Gary Gurwitz, the Facilities Committee recommended Board approval to contract consultant services for Furniture, Fixtures, and Equipment (FF&E) for the 2013 Bond Construction program with HPG Design Group, LLC in the amount of \$237,090 as presented. The motion carried.

Review and Recommend Action on Contracting Civil Engineering Services for the Asphalt Resurfacing of the Pecan Campus East Loop Road (Non-Bond)

Approval to contract civil engineering design services for the Asphalt Resurfacing of the Pecan Campus East Loop Road (Non-Bond) will be requested at the December 15, 2015 Board meeting.

Purpose

The procurement of a civil engineer would provide for design services necessary for the Asphalt Resurfacing of the Pecan Campus East Loop Road (Non-Bond) project.

Justification

The procurement of a civil engineer would allow for the engineer to work with staff to prepare all necessary design development drawings and specifications in preparation for the construction documents phase using college design standards as well as all applicable codes and ordinances. Construction documents would then be issued for solicitation of construction proposals. Once received, construction proposals would be evaluated and submitted to the Board of Trustees with a recommendation to award a construction contract.

Background

The existing loop road east of Building F was over fifteen years old and in need of asphalt resurfacing. As part of the deferred maintenance plan, the Facilities Planning and Construction and Facilities Operations and Maintenance departments scheduled the replacement of the asphalt resurfacing.

In order to proceed with the design of the resurfacing, staff recommended contracting civil engineering services for preparation of plans and specifications. This was scheduled to be constructed during the summer of 2016 while there would be less vehicular traffic.

Four civil engineering firms listed below were previously approved by the Board at the March 31, 2015 Board meeting for one year to provide professional services as needed for projects under \$500,000.

1. Halff Associates, Inc.
2. Melden and Hunt
3. Perez Consulting Engineering
4. R. Gutierrez Engineering

Based on the following criteria, Melden and Hunt was recommended to provide civil engineering services for this project.

- Previous experience with resurfacing of asphalt projects
- Experience with similar projects
- Familiarity with the College's standards

Funding Source

Funds were available in the FY 2015 – 2016 renewals and renewals budget for design and construction of these improvements, with the final engineering fees to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$8,000	Actual design fees are estimated and will be finalized during contract negotiations.
Construction	\$75,000	Actual cost will be determined after the solicitation of construction proposals.

Enclosed Documents

The packet included a site plan indicating the proposed resurfacing location.

Upon a motion by and a second by Dr. Alejo Salinas, Jr., the Facilities Committee recommended Board approval to contract civil engineering services with Melden and Hunt for the Asphalt Resurfacing of the Pecan Campus East Loop Road (Non-Bond) project as presented. The motion carried.

Review and Recommend Action on Contracting Civil Engineering Services for the Asphalt Resurfacing of the Nursing and Allied Health Campus Parking Lot 2 (Non-Bond)

Approval to contract civil engineering design services for the Asphalt Resurfacing of the Nursing and Allied Health Campus Parking Lot 2 (Non-Bond) will be requested at the December 15, 2015 Board meeting.

Purpose

The procurement of a civil engineer would provide for design services necessary for the Asphalt Resurfacing of the Nursing and Allied Health Campus Parking Lot 2 (Non-Bond) project.

Justification

The procurement of a civil engineer would allow for the engineer to work with staff to prepare all necessary design development drawings and specifications in preparation for the construction documents phase using college design standards as well as all applicable codes and ordinances. Construction documents would then be issued for solicitation of construction proposals. Once received, construction proposals would be evaluated and submitted to the Board of Trustees with a recommendation to award a construction contract.

Background

The existing Parking Lot 2 located on the east side of the Nursing and Allied Health building was over 15 years old and in need of asphalt resurfacing. As part of the deferred maintenance plan, the Facilities Planning and Construction and Facilities Operations and Maintenance departments scheduled the replacement of the asphalt resurfacing.

In order to proceed with the design of the resurfacing of the parking area, staff recommended contracting civil engineering services for preparation of plans and specifications. This project was scheduled to be constructed during the summer of 2016 while there would be less vehicular traffic.

Four civil engineering firms listed below were previously approved by the Board at the March 31, 2015 Board meeting for one year to provide professional services as needed for projects under \$500,000.

1. Halff Associates, Inc.
2. Melden and Hunt
3. Perez Consulting Engineering
4. R. Gutierrez Engineering

Based on the following criteria, Perez Consulting Engineers was recommended to provide civil engineering services for this project.

- Previous experience with resurfacing of asphalt projects
- Experience with similar projects
- Familiarity with the college's standards

Funding Source

Funds were available in the FY 2015 – 2016 construction budget for design and construction of these improvements, with the final engineering fees to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$25,000	Actual design fees are estimated and will be finalized during contract negotiations.
Construction	\$250,000	Actual cost will be determined after the solicitation of construction proposals.

Enclosed Documents

The packet included a site plan indicating the location of the proposed parking area.

Upon a motion by Ms. Rose Benavidez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval to contract civil engineering services with Perez Consulting Engineers for the Asphalt Resurfacing of the Nursing and Allied Health Campus Parking Lot 2 (Non-Bond) project as presented. The motion carried.

Review and Recommend Action on Contracting Civil Engineering Services for the Technology Campus General Motors Vehicle Storage Lot (Non-Bond)

Approval to contract civil engineering design services for the Technology Campus General Motors Vehicle Storage Lot (Non-Bond) will be requested at the December 15, 2015 Board meeting.

Purpose

The procurement of a civil engineer would provide for design services necessary for the Technology Campus General Motors Vehicle Storage Lot (Non-Bond) project.

Justification

The procurement of a civil engineer would allow for the engineer to work with staff to prepare all necessary design development drawings and specifications in preparation for the construction documents phase using college design standards as well as all applicable codes and ordinances. Construction documents would then be issued for solicitation of construction proposals. Once received, construction proposals would be evaluated and submitted to the Board of Trustees with a recommendation to award a construction contract.

Background

The current vehicle storage lot at the Technology Campus was constructed of a caliche surface. Faculty requested that the parking storage lot be paved in order to address various maintenance issues as indicated below.

- Regular lawn maintenance was needed due to weed growth
- Proper drainage was needed due to a low finish floor elevation
- Donated vehicles needed to be stored in a secure and protected area

In order to proceed with the design of the parking area, staff recommended contracting civil engineering services for preparation of plans and specifications. This was scheduled to be constructed during the summer of 2016.

Four civil engineering firms listed below were previously approved by the Board at the March 31, 2015 Board meeting for one year to provide professional services as needed for projects under \$500,000.

1. Halff Associates, Inc.
2. Melden and Hunt
3. Perez Consulting Engineering
4. R. Gutierrez Engineering

Based on the following criteria, R. Gutierrez Engineers as recommended to provide civil engineering services for this project.

- Previous experience with parking facilities
- Experience with similar projects
- Familiarity with the college's standards

Funding Source

Funds were available in the FY 2015 – 2016 construction budget for design and construction of these improvements, with the final engineering fees to be negotiated.

Project Budget		
Budget Components	Amount Budgeted	Actual Cost
Design	\$11,250	Actual design fees are estimated and will be finalized during contract negotiations.
Construction	\$125,000	Actual cost will be determined after the solicitation of construction proposals.

Enclosed Documents

The packet included a site plan indicating the location of the proposed parking area.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Ms. Rose Benavidez, the Facilities Committee recommended Board approval to contract civil engineering services with R. Gutierrez Engineers for the Technology Campus General Motors Vehicle Storage Lot (Non-Bond) project as presented. The motion carried.

Review and Recommend Action on Substantial Completion for Pecan Plaza Resurface Alley Side of Building B

Approval of substantial completion of the Pecan Plaza Resurface Alley Side of Building B project will be requested at the December 15, 2015 Board meeting.

Half Associates and college staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on November 3, 2015. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate was included in the packet.

Contractor 5 Star Construction would continue working on the punch list items identified and would have thirty (30) days to complete before final completion can be recommended for approval. It was anticipated that final acceptance of this project would be recommended for approval at the January 2016 Board meeting.

Upon a motion by Mr. Paul R. Rodriguez and a second by Mrs. Graciela Farias, the Facilities Committee recommended Board approval of the substantial completion of the Pecan Plaza Resurface Alley Side of Building B as presented.

Update on Status of Non-Bond Construction Projects

The Facilities Planning and Construction staff prepared a design and construction update. This update summarized the status of each capital improvement project currently in progress. Mary Elizondo and Rick de la Garza attended the meeting to respond to questions and address concerns of the committee.

Non-Bond Technology Campus Cooling Tower Replacement Project

At the September 22, 2015 board meeting, staff was authorized to negotiate the final completion and close out of the Technology Campus Cooling Tower Replacement with Pro Tech Mechanical. A delay in the completion of this project may result in possible liquidated damages being incurred. The contractor has been working on completing all pending items needed to close out the project but a new concern has surfaced.

This item could also affect the liquidated damages provision in the contract. Staff has continued to work with Half Associates and the contractor on resolving this issue.

Therefore, a recommendation was not provided at this time but an appropriate recommendation would be provided at a subsequent Facilities Committee meeting.

Non-Bond Relocation of Portable Buildings at the Pecan Campus

Original Plan

At the July 28, 2015 Board meeting, the Board of Trustees approved and authorized a revised plan for relocation of Pecan Campus portable buildings. A total of 14 existing portable buildings needed to be relocated to allow for the construction of the Bond projects. Twelve of the portables were currently being relocated to the west side of Pecan Campus along the west loop road. The remaining two portables were going to be relocated to the south side of campus to replace two auctioned portables as part of the revised Board approved plan.

Updated Plan

Recently, college staff requested the need for using two portable buildings (PB 18 and PB 19) for the Spring 2016 semester. These portables were planned to be relocated to the south side of campus to replace PB 9 and PB 10 which were going to be auctioned. This new request would relocate PB18 and PB19 to the west side of the Pecan Campus West Academic Building. This updated relocation request would require additional engineering services for the electrical and data infrastructure required for the portable buildings.

Adjournment

There being no further business to discuss, the Facilities Committee Meeting of the South Texas College Board of Trustees adjourned at 5:43 p.m.

I certify that the foregoing are the true and correct minutes of the December 08, 2015 Facilities Committee Meeting of the South Texas College Board of Trustees.

Mr. Gary Gurwitz, Chair

Update on Pecan Campus Electrical Shutdown during the Winter Break

The Facilities Planning and Construction, Facilities Operations and Maintenance, and the College's Department of Public Safety staff successfully coordinated the electrical shut down of the Pecan Campus facilities during Winter Break. An update of the electrical shut down at the Pecan Campus will be presented at the January 12, 2016 Facilities Committee meeting.

The electrical shut down was necessary to remove the aerial power lines located in the area between the existing buildings and new 2013 Bond buildings. The aerial power lines were relocated underground for safety and aesthetic purposes and the relocation was part of the master plan to integrate the Pecan West 20 acres with the existing campus.

This critical and complex operation can be attributed to the successful cooperation, dedication, and hard work of all the parties involved which included staff from the College, architects, engineers, construction contractors, subcontractors, service providers, program managers, and City of McAllen's building department. Kudos to all individual and entities for diligently working and completing this project especially during the Winter Break.

The Pecan Campus Relocation of the Electrical Power Line project has been under the planning stage since August 2013. The aerial power lines could not be placed below ground without completely shutting down electrical power for all the buildings on the south side of Pecan Campus. This type of major and crucial construction operation had never been performed on any of the college's campuses. It required hours of planning and coordination with college staff, various project architects, engineers, contractors, and various service providers. It was determined during the spring of 2015 that the only time frame long enough to perform the work would be during the Winter Break in 2015. Metro Electric is the general contractor for the project and provided the electrical infrastructure in order for AEP, electrical service company, to install the new underground service. New underground conduit, conductors, transformers, and switches were all part of the project.

The electrical system shut down was coordinated with staff from the following College departments:

- Facilities Operations and Maintenance for electrical, mechanical, and fire alarm and suppression systems
- IS&P for the data and phone equipment
- Department of Public Safety (formerly Police Department) for the 24/7 hour fire watch of all buildings
- Facilities Planning and Construction (FPC) for the coordination and observation of the project construction with the 2013 Bond program manager, architects, engineers, contractors, and service providers. FPC also coordinated notifying the college district of the shut down and its return to operation.

Along with the Relocation of Electrical Power Lines project, other currently on-going construction projects were also affected due to the electrical shut down, as follows:

- The new 2013 Bond Pecan Thermal Plant required the electrical system to be shut off, which in turn required the chilled water system to be turned off for the entire Pecan Campus. Electrical panels and controls, chilled water piping and the emergency generator had to be relocated along with new equipment installed during this time period. The following actions were necessary in order to make this possible:
 - A Partial GMP was approved in September 2015 to allow for the electrical equipment to be purchased and ordered in time to be installed during this period.
 - D. Wilson Construction and their subcontractors worked diligently to ensure that the chiller system was back on line for the re-opening of the college by January 4, 2016.
 - Maintenance staff was involved with the existing chiller system shut down and its returning to operation.
 - Maintenance staff also had to coordinate the fire alarm system shut down and replacement of all fire alarm panel back up batteries.

- The Pecan Campus Building B Covered Area for Ceramic Art Kilns project was under construction during this time. Holchemont, LTD. worked with its subcontractors with the use of portable generators and worked with D. Wilson for coordinated access to the construction site that minimized construction delays.

- The Pecan Campus Relocation of the Portable Buildings project was also under construction. Celso Construction and Zuniga's Movers continued their construction operations without delays while working in the area adjacent to D. Wilson and Metro Electric construction sites.

The Relocation of the Electrical Power Lines shut down started on December 17, 2015 and the electrical power was re-energized on December 30, 2015 without incident. This project took a tremendous amount of time and effort with all parties involved.

South Texas College would like to thank all those involved for their participation, cooperation, and hard work to accomplish this work in the short time allotted to complete.

Below is a list of individuals and entities involved:

Program Manager

- Broaddus & Associates
 - Tim Weldon
 - Rolando Garcia

Project Architects and Engineers

- Sigma HN Engineers
 - Tony Nicanor
- Halff Associates

- Trey Murray
- EGV Architects
 - Eduardo G. Vela
- Meldon and Hunt Engineers
 - Mario Reyna

Project Contractors

- Metro Electric
- D. Wilson Construction
- Holchemont LTD.
- Celso Construction
- Zuniga's Movers

Service Providers

- AEP-5 teams
 - Juan Ramos
 - John Olague
 - Jesse Cedillo
- Fire Alarm (Fire Suppression Systems)
 - Allied Fire Protection
 - EI Fire and Safety

Municipal Entity

- City of McAllen Building and Permit Department

South Texas College Staff

- Luis Ornelas-Maintenance
- Eloy Flores-Maintenance
- Rick Sunday-Maintenance
- George McCaleb-O&M Director
- Joe Galindo-IS&P
- Edgar Espinosa-IS&P
- David Cazares-IS&P
- Robert Cuellar-FPC Project Manager
- Victor Gonzalez-FPC Project Manager
- Rick de la Garza-FPC Senior Project Manager

Presenters

Mary Elizondo, Rick de la Garza, and George McCaleb will be present to respond to questions and address concerns of the committee.

No action is required from the committee. This item is presented for information and feedback to staff.

Update on Status of 2013 Bond Construction Program

Enclosed is a copy of the presentation prepared by Broaddus and Associates as an update on the status of the 2013 Bond Construction Program. A representative from Broaddus and Associates will be present at the January 12, 2016 Board Facilities Committee meeting to provide the update.

SOUTH TEXAS COLLEGE

2013 BOND CONSTRUCTION PROGRAM UPCOMING TIMELINE

Facilities Committee Meeting

January 12, 2016



**BROADDUS
& ASSOCIATES**

OPERATIONAL ITEMS

**South Texas College
2013 Bond Construction Program
Upcoming Timeline**

October '15 November '15 December '15 January '16 February '16

	October '15	November '15	December '15	January '16	February '16
1		Chiller Solicitation	Center for Public Safety RFQ's		
2		FF&E RFP	Chiller RFP Solicitation		
3		Negotiate N&AH Thermal Plant Contract	Pharr Center for Public Excellence A/E RFQ		
4			OCIP Agent RFP		
5			Pecan Campus Shutdown		
6					
7					
8					
9					
10					

Operational

INFORMATION & PRESENTATION ITEMS

South Texas College
2013 Bond Construction Program
Upcoming Timeline

October '15 November '15 December '15 January '16 February '16

	October '15	November '15	December '15	January '16	February '16
1		Wage Scale Determination	OCIP Presentation		Volume Procurement Strategies
2					GMP Schedule
3					
4					
5					
6					
7					
8					
9					
10					
Informational/Presentations					

Review and Recommend Action on Approval of Interlocal and Lease Agreements with the City of Pharr and Pharr San Juan Alamo ISD

The Facilities Committee is asked to recommend Board approval of the proposed Interlocal Agreement with Pharr San Juan Alamo ISD and the City of Pharr and the proposed Lease Agreement with Pharr San Juan Alamo ISD.

Pharr San Juan Alamo ISD (PSJA ISD) and the City of Pharr have each approved an Interlocal agreement that would support the development of the South Texas College Regional Center for Public Safety Excellence in Pharr, Texas.

The proposed Interlocal agreement between the College (South Texas College), the City (City of Pharr), and the District (PSJA ISD) includes commitments from each signatory to the Regional Center for Public Safety Excellence, as outlined below.

Purpose

The proposed agreements will allow for the construction of the Regional Center for Public Safety Excellence with commitments from the College, the City, and the District.

Justification

In 2011, The Texas Workforce Commission projected an estimated 22 percent increase in police officer employment in the South Texas region over the next 10 years. Currently, some 1,751 law enforcement officers are employed in Hidalgo and Starr Counties. However, currently only four police academies in the counties of Hidalgo and Starr offer basic police officer courses certified by the Texas Commission on Law Enforcement ("TCOLE"). Overall, local law enforcement officers in the Rio Grande Valley usually have to travel to College Station or San Antonio for specialized training or continuing education courses at the expense of local police department's agencies in South Texas. Twenty-eight South Texas law enforcement entities lack police academies. Hence, there is a lack of sufficient training opportunities in South Texas to which law enforcement officers have reasonable access.

HB 1887 of the 84th Legislative Session led to statutory authority for the College to undertake the development of regional law enforcement training.

South Texas College Regional Center for Public Safety Excellence will provide the additional benefit to local law enforcement agencies of direct coordination and responsiveness to community needs, reducing the need for pre-hire training processes by local agencies.

Project Scope

The Regional Center for Public Safety Excellence will consist of an estimated 21,800 square-foot facility. The Project will include classroom facilities, vehicle driving range, outdoor shooting range, firearms simulator, mobile firearms simulator/live firing range, driving simulator, obstacle course, fitness rooms, and administrative offices.

The estimated initial construction cost is \$6.782M, which includes \$4.2M from the College's Series 2013 Bond Issuance, \$1.5M provided by the Texas Department of Public Safety, and \$1M provided by the District.

Obligations of the District

The District will contribute \$1,370,532.00, which includes its \$1M monetary contribution and 10 acres of real property.

Obligations of the City

The City will contribute approximately fifty-nine (59) acres of real property at an estimated value of \$2.5M.

The City is reviewing the following two obligations, and the College is awaiting clarification. The City is unable to fully commit to the requirements due to the uncertainty whether the proposed land will be available for acquisition:

- Within two years, the City shall acquire and transfer an additional 32.24 acres along El Rancho Blanco Road.
- Within five years, the City shall acquire and transfer an additional 12.55 acres along El Rancho Blanco Road.
- Upon conveyance of the additional real property in two- and in five-years by the City, the College would expand the Regional Center for Public Safety Excellence to include a Fire Science program and/or other programs as appropriate.

Obligations of the College

Design and Construction

The College will be solely responsible for the design and construction of the Regional Center for Public Safety Excellence, but will invite designated officials of the City and the District to review and comment on the schematic design during that phase of the project.

Land

The College will take legal title to and possession of approximately fifty-nine (59) acres of property from the City and an additional ten (10) acres from the District for initial construction.

Curriculum and Programs

The College will develop and provide instructional programs and course curriculum to satisfy the requirements established by the Texas Commission on Law Enforcement for the Basic Peace Officer Certification and continuing education programs and will operate as a TCOLE approved training provider.

The College will permit annual enrollment of up to 110 full-time equivalent (FTE) eligible District students in dual enrollment programs leading to an Associate of Arts Degree in Criminal Justice and/or Early College classes in related fields of study.

The College intends to partner with the City's Police Academy, though the College reserves the right to become an independent TCOLE authorized academy at a future date.

Continued Operation

The College agrees to design, construct, maintain and operate the facility continuously for a minimum period of twenty years, commencing from the date of substantial completion of the project.

Funds and resources are available through the College's 2013 Bond Series issuance, the Texas Department of Public Safety, and commitments from the City of Pharr and the Pharr San Juan Alamo ISD.

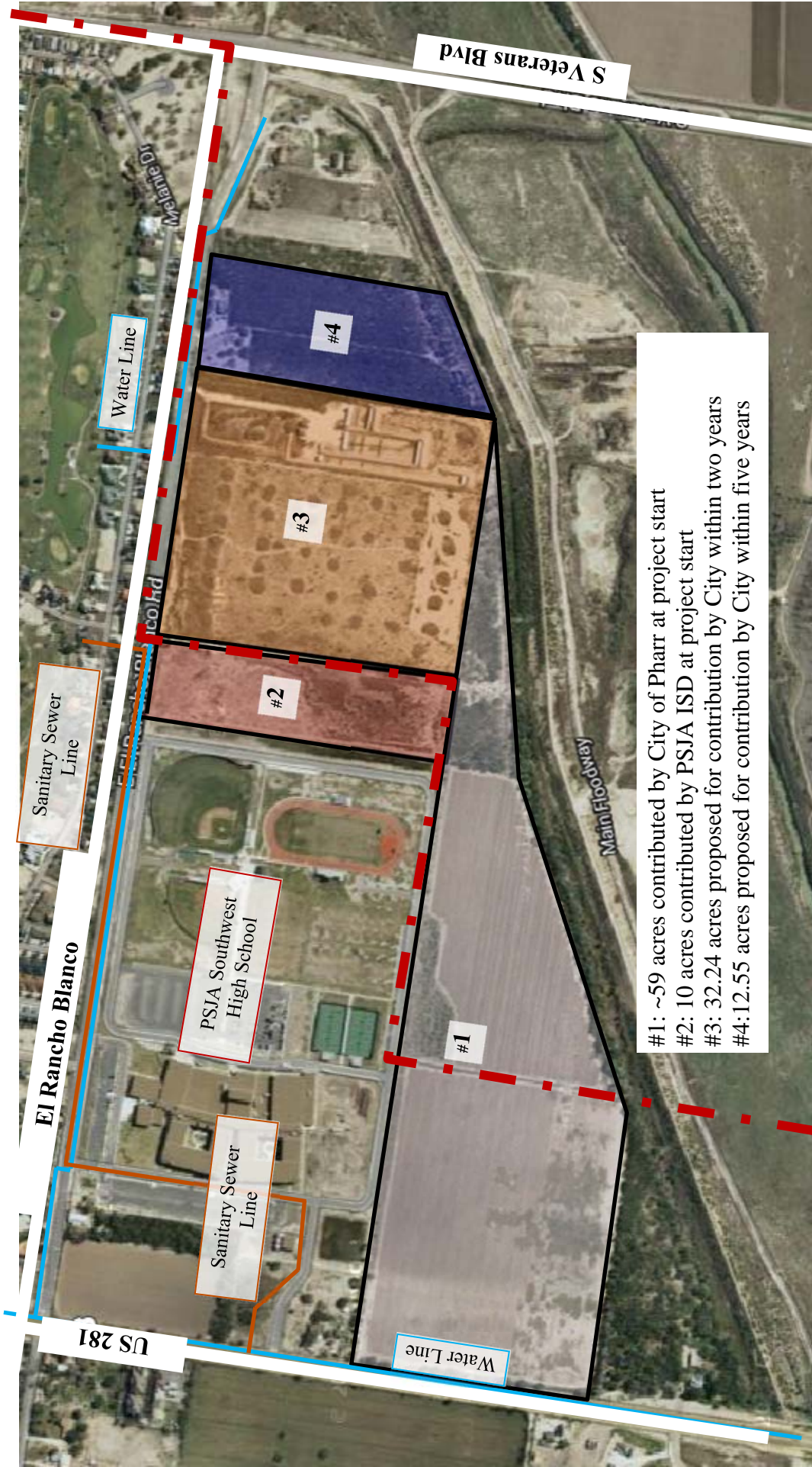
Presenters

Dr. Shirley Reed, President, and Mr. Jesus Ramirez, Legal Counsel, will be available to respond to questions.

Upon approval of the proposed agreements by the South Texas College Board of Trustees, the College will be able to accept transfer of the initial properties and financial contributions and will be able to begin the design and construction process.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, the proposed Interlocal Agreement with Pharr San Juan Alamo ISD and the City of Pharr and the proposed Lease Agreement with Pharr San Juan Alamo ISD, and further authorization for the College President to make further changes to the agreements, insofar as those changes are not material.

Land Proposed for Regional Center for Public Safety Excellence



STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF PHARR, TEXAS

SOUTH TEXAS COLLEGE

PHARR SAN JUAN ALAMO INDEPENDENT
SCHOOL DISTRICT

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INTERLOCAL AGREEMENT FOR DEVELOPMENT OF
SOUTH TEXAS COLLEGE REGIONAL CENTER FOR PUBLIC SAFETY
EXCELLENCE AMONG THE CITY OF PHARR, TEXAS, SOUTH TEXAS COLLEGE AND
PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT

FOR PURPOSES OF SHARING COST OF PLANNING, ACQUISITION OF REAL ESTATE
FOR THE DEVELOPMENT AND CONSTRUCTION OF THE SOUTH TEXAS COLLEGE
REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE AND USE AND
OPERATION THEREOF

The purpose of this Interlocal Agreement is to formally document the various financial and program commitments and expectations of the parties relating to construction and operation of the South Texas College's Regional Center for Public Safety Excellence. This Interlocal Agreement is entered into this _____ day of December, 2015, by and among the City of Pharr, Texas (the "*City*"), South Texas College (the "*College*") and the Pharr-San Juan-Alamo Independent School District (the "*District*"),

WITNESSETH THAT:

Background

I.

1.1 In Texas, local government political subdivisions may enter into inter-local agreements, authorized in certain circumstances, under provisions of section 791.035 of the Interlocal Government Cooperation Act (the "*Act*"), for the express purposes of cooperating to

advance their mutual governmental purposes or with respect to other governmental functions in which the contracting parties are mutually interested.

1.2 Political subdivisions may assist each other, by granting funds to each other, provided that funds granted by one political subdivision to another are used for a definitive "public purpose" of the granting subdivision.

1.3 Those governmental functions and services which are of mutual concern to the *City*, the *College* and the *District*, and which each is independently legally authorized to perform and provide under state law, include the conveyance and/or acquisition of real property, construction and maintenance of educational facilities for the instruction of public high school and college students, law enforcement officers and related law enforcement personnel.

1.4 A contract between contracting entities under the *Act* may contain any provisions that the governing bodies of the contracting entities consider reasonably necessary. Contracting entities may provide by contract, on mutually agreeable terms, the financial commitment each will undertake, and for the term thereof, whether they shall jointly maintain a project or whether one of them shall operate and maintain a project under its exclusive direction and control while the other entities contribute to the expenses of construction and/or maintenance.

1.5 The governing bodies of the *City*, the *College* and the *District* have found that constituents of each political subdivision will benefit from the joint efforts of the parties resulting from this agreement.

II.

The *City*, as a home rule municipality, has vast sovereign authority, including that of maintaining a police and fire department and organizing and maintaining a police academy.

III.

An institution of higher education, such as the *College*, is authorized under the Texas Education Code and the *Act*, to enter an agreement with one or more political subdivisions to undertake educational programs and to build, own and operate educational and training facilities.

IV.

The *District*, under the provisions of the Texas Education Code, provides an elementary and secondary education to students in the *District*. In addition, the *District* collaborates with the *College* to provide extensive adult education services in various community locations, a dual enrollment program through which its students obtain college credit while attending classes at the *College* and has recently introduced various academies through which students may obtain a degree or certification while still enrolled at the *District*.

V.

In 2011, The Texas Workforce Commission projected an estimated 22 percent increase in police officer employment in the South Texas region over the next 10 years. Currently, some 1,751 law enforcement officers are employed in Hidalgo and Starr Counties. However, currently only four police academies in the counties of Hidalgo and Starr offer basic police officer courses certified by the Texas Commission on Law Enforcement ("TCOLE"). Overall, local law enforcement officers in the Rio Grande Valley usually have to travel to College Station or San Antonio for specialized training or continuing education courses at the expense of local police department's agencies in South

Texas. Twenty-eight South Texas law enforcement entities lack police academies. Hence, there is a lack of sufficient training opportunities in South Texas to which law enforcement officers have reasonable access.

South Texas College Regional Center for Public Safety Excellence will provide the additional benefit to local law enforcement agencies of direct coordination and responsiveness to community needs, reducing the need for pre-hire training processes by local agencies.

VI.

6.1 During the 84th Legislative Session, House Bill 1887 ("HB 1887") was filed by State Representative Sergio Munoz, Jr. and signed into law by the Governor. H.B.1887 requires the *College* to administer the South Texas College Regional Center for Public Safety Excellence (the "Regional Center") in partnership with political subdivisions and participating school districts in the Rio Grande Valley. For this reason and in accordance with HB 1887, the headquarters of the Regional Center, as defined below, is to be located at the *College* campus in Pharr, Texas.

6.2 HB 1887 led to statutory authority which authorizes the *College* to undertake the future development of additional regional law enforcement training that would serve *as* the model for public safety training and provide access to state and federal funding programs, including contracts with the Department of Homeland Security. *As a result*, the Education Code creates the "South Texas College Regional Center for Public Safety Excellence" and charges the *College* with providing education and training for law enforcement personnel in the Rio Grande Valley.

VII.

Development Operation and Maintenance *of the* South Texas College Regional Center for Public Safety Excellence

7.1 Obligations of the College

7.1.1 Design and Construction

The *College* agrees that within no later than 10 days from the date of execution hereof, to take legal title to and possession of certain land, respectively described herein below, to be conveyed to the *College* by the *City* and the *District* and to design, construct and operate the South Texas Regional Center for Public Safety Excellence (the "Project"). The timeline for construction of the Project is approximately 18 to 24 months at an initial cost estimated at \$6.782 Million. The *College* shall be solely responsible for the design and construction of the Project, but during the schematic phase of the design, the *College* will invite designated officials of the *City* and the *District* to review and comment on said schematic designs. In addition, with respect to classrooms to be included in the design and construction of the improvements, *District* officials will assist and advise the *College* with needs assessment and the final design.

The *College* shall allocate approximately \$4.2 million from its Series 2013 Bonds issuance; the Texas Department of Public Safety will provide approximately \$1.5 million and the *District* will contribute \$1,370,532.00 (in land value and money) for a total estimated \$6.782 million to be allocated to construction of buildings and other improvements. The *City* shall contribute certain tracts of land as set out in Section 7.2. The Project shall consist of an estimated 21,800 square-foot facility to include approximately 5,800 square feet of classroom space to accommodate the *District's* dual enrollment classes. In addition to classroom facilities, the Project shall include a vehicle driving

range, an outdoor shooting range, firearms simulator, mobile firearms simulator/live firing range, driving simulator, obstacle course, fitness rooms, classrooms and administrative offices.

The sum of \$1,370,532.00 million provided by the *District* will be allocated to construction cost for classrooms and this cost will be amortized over a period of 20 years as illustrated in paragraph 7.01.3(b) and (f) hereof. District will develop computer labs to accommodate dual enrollment and/or Early College classes in such fields as Criminal Justice, Law Enforcement, Cyber Security, and other public safety related fields of study, as well as any other mutually agreed-upon courses and programs. The terms of use of those classrooms by *District* is the subject of a separate Lease Agreement substantially in the form of Exhibit "A" attached hereto of even date herewith.

The materials contained in Exhibit "B" hereto set out the conceptual plan for development of the Regional Center.

The *College* agrees to take legal title to and possession of two additional tracts of land to be conveyed to the *College* by the *City* as set out in Section 7.2.

7.1.2 Development of Curriculum and Instruction

The instructional programs and course curriculum to be developed by the Regional Center shall satisfy requirements established by TCOLE Basic Police Officer Certification and continuing education in order for the Regional Center to operate as a TCOLE approved training provider.

Instruction is projected to include education and training toward an Associate of Applied Science Degree or Certificate or other public safety or law enforcement-related associate degree or certificate and a Baccalaureate Degree in Applied Science or Applied Technology contingent upon authorization by the Texas Higher Education Coordinating Board. The *College* shall annually permit enrollment of up to 110 full-time equivalent (FTE) eligible *District* students in dual enrollments program leading to an Associate of Arts Degree in Criminal Justice and /or an Early College classes in Criminal Justice, Law Enforcement, Cyber Security, and other public safety related fields of study, as well as any other mutually agreed-upon courses and programs.

The *College* intends to partner with the *City's* Police Academy, a TCOLE authorized academy, and other law enforcement agencies to develop instruction and assign training providers to complete the necessary requirements of TCOLE; however, the College reserves the right to become an independent TCOLE authorized academy at a future date that includes authorization for the College to develop the instructional program and assign training providers.

7.1.3 *Continuous Operation for a Minimum Term*

(a) The *College* agrees and covenants with the *City* to design and construct the improvements and covenants to maintain and operate same substantially as an educational facility consistent with the *College's* statutory educational purpose and with the objectives of South Texas College Regional Center for Public Safety Excellence continuously for a minimum period of time of twenty years, commencing from the date of substantial completion of the Project.

(b) Upon failure of the *College* to substantially comply with its covenant described in section 7.1.3(a) such failure shall constitute a default of the covenant, which upon proof thereof shall *entitle City* to the sole remedy of recovery of pecuniary damages equal to the unamortized cost remaining on the date of default calculated as set out in paragraph 7.1.3(e) of this section.

(c) The *College* agrees and covenants with the *District* to design and construct the classroom improvements and covenants to maintain and operate same substantially as classroom facilities consistent with the *College's* statutory educational purpose and with the objectives of South Texas College Regional Center for Public Safety Excellence continuously for a minimum period of time of twenty years, commencing from the date of substantial completion of the Project. The *College* and the *District* will enter into a lease agreement for a twenty years term, substantially in the form and content of Exhibit "A" attached hereto, under the terms of which the *District* will have access to the five classrooms during regular *College* and *District* school days.

(d) Upon failure of the *College* to substantially comply with its covenant described in section 7.1.3(c) such failure shall constitute a default, which upon proof thereof shall entitle The *District* to the sole remedy of recovery of pecuniary damages equal to the unamortized cost remaining on the date of default calculated as set out in paragraph (f) of this section 7.1.3.

(e) The *College* and the City agree that the *City's* contribution of \$2,500,000.00 (in the form of a conveyance of real property) will be amortized over 20 years as set out in Table II attached hereto at the rate of \$125,000.00 per annum.

(f) The *College* and the *District* agree that the reasonable cost of construction, the reasonable amortized cost of construction and the reasonable projected cost of ongoing maintenance of the 5,800 square feet of classroom space, is illustrated in Table 1 attached hereto. The appraised value of the ten acres is \$370,000.00 for a total investment from the *District* of \$1,370,532.00 to be amortized over a period of 20 years to be calculated as lease payments in the lease agreement between the *College* and the *District*. Based on the annual amortized cost of construction of \$68,500, the *District's* investment of \$1,370,532.00 (which includes the value of the 10 acres granted to the *College*) will be fully amortized within 20 years of the date of final completion of the project.

7.2 Obligations of the City

The *City* shall, at closing, convey to the *College* fee simple title to approximately fifty nine (59) acres of land described in Exhibit "C". The value placed on the land is based on its purchase price is \$2.5 million. Within no later than two years from the date hereof, the *City* shall acquire and transfer title to the *College* of additional 32.24 acres on El Rancho Blanco Road described in Exhibit "D" attached hereto. Within no later than five years from the date hereof, the *City* shall acquire and transfer title to the *College* of additional 12.55 acres along El Rancho Blanco Road, as described hereto in Exhibit "E" attached hereto. Thereafter, during the design and construction phases of the Project, the *City* shall reasonably expedite the review and issuance of approval of all subdivision plats and building permits required for the construction of the Project and the inspection of facilities in accordance with the provision of the *City's* land development and building ordinances.

7.3 Obligations of the District

As a part of its obligations, at closing, the *District* shall convey fee simple title to ten (10) acres of land described in Exhibit "F" attached hereto. Upon approval of the project construction contract by the *College*, the *District* will provide the sum of \$1 million at different milestones during the construction of the buildings to the *College* based on the *College's* percentage of completion of the Project.

VIII. Miscellaneous

8.1 Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. In the event of litigation related to this agreement, venue shall be in Hidalgo County, Texas.

8.2 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3 Notices. Any and all notices or other communications required or permitted to be given pursuant to this Interlocal Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City: Ambrosio Hernandez, Mayor, City of Pharr, 118 South Cage Blvd.,
Pharr, Texas 78577

College: Dr. Shirley A. Reed, President, South Texas College, P.O. Box
9701, McAllen, Texas 78502

District: Dr. Daniel P. King, Superintendent, Pharr San Juan Alamo
Independent School District, 601 E. Kelly, Pharr, Texas 78577

IN WITNESS THEREOF, the undersigned *City, College* and *District* execute this Agreement as authorized by their respective governing bodies, as of the day and year first above written.

CITY OF PHARR

By: _____
Hon. Ambrosio Hernandez, Mayor

SOUTH TEXAS COLLEGE

By: _____
Dr. Shirley A. Reed, President

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Daniel P. King, Superintendent of Schools

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Exhibit "A" - Lease Agreement

Exhibit "B" - Conceptual Plan

Exhibit "C" - City of Pharr (2 tracts)

Exhibit "D" - Reserved

Exhibit "E" - Reserved

Exhibit "F" - District (10 acres)

Table I

Table II

Chart I

Chart II

EXHIBIT "A"

LEASE AGREEMENT

Between

South Texas College

and

Pharr-San Juan-Alamo Independent School District

Dated

as of

December __, 2017

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LEASE AGREEMENT

THIS LEASE AND AGREEMENT (the "Lease") is made and entered into effective as of the _____ day of _____ 2016 (the "Effective Date") by and between **South Texas College** (the "Landlord") and **Pharr-San Juan-Alamo Independent School District** (the "Tenant");

WITNESSETH:

WHEREAS, Landlord is the owner of fee simple title to certain real property located in the City of Pharr, County of Hidalgo, State of Texas and described in Exhibit A attached hereto (the "Land") upon which one or more buildings will be constructed, together with related site, the Project ("Project"); and

WHEREAS, Tenant desires to lease from Landlord, and Landlord has agreed to lease to Tenant, certain space therein, as more fully described (the "Premises") upon the terms and conditions as more particularly hereinafter provided and described;

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

ARTICLE I.

AGREEMENT TO LEASE

1.1 Demise. Subject to the conditions set out in Section 1.3 hereof, and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, Landlord does hereby demise, let and lease unto Tenant, and Tenant does hereby hire, lease and take as Tenant from Landlord the entire Premises upon those terms and conditions hereinafter set forth.

1.2 Premises. The Premises constitute four classrooms, consisting in the aggregate, approximately 5,800 square feet or more situated in City of Pharr, Hidalgo County, Texas, as more fully described in the site plan attached hereto as Exhibit "A". For purposes of this Lease, the Premises shall extend to the interior faces of all walls of the Premises, together with the appurtenances specifically granted in this Lease. The statement of square footage set forth in this Lease is an approximation which both Landlord and Tenant agree is not accurate and is the actual amount of square footage is more or less.

1.3 Conditions. Tenant acknowledges and agrees that the Premises is and shall be leased by Landlord to Tenant for purposes of conducting educational activities for its enrolled students, either on its own behalf or in conjunction with South Texas College for college credit, and any related use approved in writing by Landlord, which consent shall not be unreasonably withheld. Landlord agrees to maintain the premises in suitable condition for use as an instructional facility. Unless expressly agreed in writing, by Tenant, Landlord shall be solely responsible for any and all actions, repairs, permits, approvals and costs required for the construction, maintenance, renovation, use, occupancy and operation of the Premises in

accordance with applicable governmental requirements, including, without limitation, all governmental charges and fees, if any, which may be due or payable to applicable authorities. Tenant agrees that, prior to leasing the Premises, Tenant has examined and approved Landlord's construction plans for the premises including, the construction and all things concerning the Premises which Tenant deems material to Tenant's leasing and use of the Premises. Notwithstanding the foregoing, Tenant agrees not to use all or any part of the Premises or any structure or improvement situated on the Premises or the common areas of the Project for the sale of any items, including food items or beverages, or any other item customarily sold in a convenience store in or any structure or improvement situated on the Premises for any use or purpose in violation of any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Hidalgo, or the City of Pharr, or any other lawful authority having jurisdiction over the Premises.

1.4 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant hereunder keeps, observes and performs all covenants, promises and agreements on Tenant's part hereunder, Tenant shall and may peacefully and quietly have, hold and occupy the Premises free of any interference from Landlord; subject, however to Landlord's requirements for the operation of its own educational programs.

1.5 Failure to Deliver Premises. If Landlord is unable to deliver the Premises to Tenant on or before the Commencement Date, for whatever reason, including a previous Tenant's failure to vacate the Premises, Landlord shall not be in default hereunder. In any such event, Tenant shall accept possession of the Premises at such time as Landlord delivers possession of the Premises to Tenant and Fixed Rent shall abate hereunder until delivery of such possession. Tenant waives any right to collect damages as a result of Landlord's failure to deliver the Premises on the Commencement Date.

1.6 Acceptance of Premises by Tenant, Disclaimer of Warranty. Tenant (a) accepts the Premises "as is, where is and with all faults;" (b) deems the Premises suitable for the purposes for which same are leased; and (c) waives any defects in the Premises. Landlord shall not be liable to Tenant or any other person (except for Landlord's gross negligence or willful misconduct) for any injury or damage to person or property for any reason whatsoever. LANDLORD MAKES NO REPRESENTATIONS, WARRANTIES OR ASSURANCES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, EXCEPT TO THE LIMITED EXTENT SPECIFICALLY SET FORTHER HEREIN, WITH RESPECT TO THE PHYSICAL CONDITION OF THE PREMISES OR BUILDINGS, OR ANY OTHER MATTER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES, AND ASSURANCES, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

ARTICLE II.

TERM

2.1 Term. The initial term of this Lease (the "**Initial Term**") shall commence on _____, the earlier of (a) the date of Final Completion of the Project, as defined in the Interlocal Agreement of even date herewith (the "Interlocal Agreement"), or (b) delivery of Notice of Right to Possession by College, (the "Commencement Date") and

shall terminate and expire on the date immediately preceding the 20th-anniversary of the Effective Date. The Initial Term, together with any properly exercised Option Period (defined in Section 2.4 below) shall be collectively referred to herein as the “**Term**.” The Commencement Date shall be fixed by an executed written addendum to this Lease. If the Commencement Date is a date other than the first day of a month, the Term shall include the fractional month in which the Commencement Date occurs plus an additional period equal to the number of months previously stated in this sentence.

The term “Final Completion” is defined as the date on which the Landlord or its architect notifies the Tenant in the Notice of Right of Possession that the Premises are finally complete sufficiently for Tenant to take possession.

2.2 Renewal and Extension. Provided that Tenant is not in default hereunder, and College has not disposed of its interest in the Project or given notice of intent to terminate the Lease. Tenant shall have two (2) successive options to extend the term of the Lease for a term of five (5) years each (each a “Renewal Term”). Tenant shall give Landlord written notice of its intent to exercise its option to extend the Lease for each of the Renewal Terms not later than one hundred eighty (180) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. Thereafter, within no later of sixty (60) days, College shall agree to the renewal or give Notice of Non-Renewal. Any reference to a “term” of this Lease shall be understood to apply to the primary term and to any Renewal Term unless, in any case, such interpretation is expressly negated or is clearly contrary to the intention of the parties based on the context in which such term is used.

2.3 Termination. Notwithstanding any present or future law to the contrary, this Lease shall not be terminated by Tenant for any failure of Landlord to perform pursuant to the terms and conditions of this Lease or otherwise for any reason except as expressly provided herein.

ARTICLE III.

RENT

3.1 Base Rent. Landlord agrees that it has accepted tenant’s contribution of real property valued at One Million Three Hundred Seventy Five Thousand and No/100 Dollars, for a total of \$1,375,000.00) as Tenant’s prepaid rent and Common Area Maintenance contribution for the Initial Term of this lease, to be amortized over the 20 year lease term, as rental for the use and occupancy of the Premises under this Lease, as set out in the Interlocal Agreement.

3.2 Additional Rent; Rent Defined; Maintenance Costs. If Landlord shall make any expenditure for which Tenant has agreed in writing to be responsible for, or liable under this Lease, (“**Additional Rent**”) Tenant shall reimburse Landlord for such expense within thirty (30) days after being invoiced for such expenses.

For the purpose of this Lease, the term “**Rent**” shall mean and be defined as all Base Rent and Additional Rent due from Tenant to Landlord hereunder.

ARTICLE IV.

USE AND OPERATION OF PREMISES

4.1 Permitted Use. Landlord agrees and covenants that at all times during the Term of this lease, that Landlord shall operate the facility for its own educational purposes. Tenant covenants that it shall, throughout the Term of this Lease, use and occupy the Premises only for lawful purposes related to its educational mission, and in such a manner so as not to interfere with Landlord's operations. Tenant may take no actions which conflict with covenants, restrictions or other matters of record affecting title to the Premises. Tenant's following uses shall be permitted on the Premises:

(a) It is understood and agreed by the parties to this lease that Tenant and its students, officers, employees, agents, and invitees, at all reasonable times during the Term of this Lease, shall have non-exclusive, reasonable access on the same basis as Landlord's College students and subject to the same policies and reasonable rules and regulations as Landlord may from time to time imposes to all Common Areas located in or adjacent to the facilities. Tenant agrees after notice thereof to continuously comply with such rules and regulations and to use its best efforts to cause its employees, students, and invitees to continuously comply therewith as well.

Common Areas are those areas including but not limited to:

- Libraries
- Computer Facilities
- Student Lounges or other common areas
- Vehicle Driving Tracks
- Driving Simulators
- Indoor or Outdoor shooting ranges
- Firearms Simulator
- Equipped vehicles and patrol units located on premises

Landlord may temporarily close parts of the Common Areas for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction of buildings or improvements within the Building or contiguous property, (ii) repairs or alterations in or to the Common Areas or to any utility type facilities, (iii) security reasons, or (iv) doing and performing such other acts as in the use of good business judgment Landlord shall determine to be appropriate for the Building, provided, however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business.

Landlord shall have the right at any time to change the dimensions and location of any spaces in the Building and the arrangement and/or locations of entrances, parking areas, sidewalks, landscaped areas, passageways or other parts of the Common Areas.

4.2 Operation. Throughout the Term of this Lease, Landlord shall maintain Premises in good condition and consistent with and in accordance with its campus operations at locations throughout its service area.

Notwithstanding the generality of the foregoing, Landlord shall, at its sole expense, maintain the Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Americans With Disabilities Act, the accessibility code(s), if any, of the State in which the Premises is located, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time (collectively the "**Accessibility Laws**").

Should a governmental agency with authority over the Premises impose any new laws, ordinances, statutes, rules, regulations, orders, directions or requirements (which were not in existence on the date of this Lease) requiring a modification of the Premises during the term of the Lease (a "New Governmental Requirement"), Landlord shall be required to make any and all repairs, replacements or modifications to the Premises necessary to comply fully with said New Governmental Requirement.

4.3 Hazardous Materials and Sewage Prohibited. Tenant hereby agrees that Tenant, its employees, agents, invitees, licensees, contractors or subtenants (if permitted), shall handle, store, dispose of and use any and all Hazardous Materials (as hereinafter defined) located on the Premises which are standard for Tenant's intended use of the Premises in accordance with Environmental Requirements (as hereinafter defined). Except for such Hazardous Materials which are standard for or used in connection with the Intended Uses, Tenant shall at all times from and after the Effective Date keep the Premises free of Hazardous Materials. Neither Tenant nor any of its employees, agents, invitees, licensees, contractors or subtenants (if permitted) shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials in, on or about the Premises or into the groundwater thereof, in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Tenant shall give Landlord prompt written notice of any claim received by Tenant from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Premises or the groundwater thereof. Landlord shall give Tenant prompt written notice of any claim received by Landlord from any person, entity, or governmental agency that a release or disposal of Hazardous Materials has occurred on the Premises or the groundwater thereof.

As used herein, the term "**Hazardous Materials**" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered, and shall include (without limitation), all oil, gasoline and petroleum based substances. As used herein, the term "**Pre-Existing Environmental Condition**" means presence of: (i) Hazardous Materials in soil, groundwater or surface water on or about the Premises in

amounts, concentrations or levels that meet or exceed Environmental Requirements, including cleanup or other standards applicable to Hazardous Substances, which first existed or first occurred prior to the Effective Date; or (ii) any other environmental condition which first existed or first occurred prior to the Effective Date. **“Environmental Requirements”**, as used herein, shall mean all applicable federal, state, and local government laws (including common law), rules, regulations, statutes, codes, ordinances, directives, guidance documents, cleanup or other standards, and any other governmental requirements or standards which pertain to, regulate, or impose liability or standards of conduct concerning the use, storage, human exposure to, handling, transportation, release, cleanup or disposal of Hazardous Substances. **“Corrective Action”** shall mean investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action, if applicable, and/or other activities approved, concurred in or required by the governmental agency having jurisdiction over the Premises.

Tenant shall not discharge or permit to be discharged from the Premises any Hazardous Materials or any sewage other than that which is normal waste water for the business conducted by Tenant on, in or from the Premises. Any sewage which is produced or generated in connection with the use or operation of the Premises shall be handled and disposed of by Tenant as required by and in compliance with all applicable local, state and federal laws, ordinances and rules or regulations.

4.4 Mold and Other Environmental Conditions. Tenant shall, during the Term of this Lease and any renewals thereof, provide Landlord with prompt written notification of any adverse change to the Premises, such as changes to any environmental condition, including, without limitation, the presence of biocontaminants, such as mold. After receiving notice under this Paragraph, Landlord shall promptly undertake appropriate assessment, remedial and preventative actions sufficient to meet any guidelines or regulations adopted by applicable authoritative bodies or regulatory agencies in connection with a determination of any adverse change, and, in any event with respect to mold contamination, Landlord shall undertake (a) removal of the mold, (b) abatement of the underlying cause of the mold (including water intrusion), and (c) repair of any leaks and associated water damage at the Premises.

4.5 Roof. Tenant shall not permit any employee, contractor, or guest onto the roof of the Building unless (a) Tenant obtains Landlord’s prior written consent, and (b) the person or persons are accompanied by Landlord’s facilities architect or engineer or other person designated by Landlord. If Tenant permits any person other than Landlord’s employees onto the roof of the Premises, Tenant shall (i) reimburse Landlord for the cost of repairing any and all leaks or other problems which develop on that roof (the roof subject to the unpermitted activity) regardless of whether the problem is located in the area of unpermitted entry, and (ii) indemnify, defend, and hold Landlord completely harmless from all claims, damage and cost (including attorney fees) related to the unpermitted entry. For example, if Tenant permits an employee or guest of Tenant onto a roof and the person is injured or the roof is damaged, Tenant shall reimburse Landlord for all costs related to the injury or damage, as well as all costs of defending against and paying any claims related to the unpermitted entry. Tenant is not permitted to install any equipment (including wiring) on the roof of the Premises without Landlord’s prior written consent.

ARTICLE V.

UTILITIES AND TELECOMMUNICATIONS

5.1 Utilities. From and after the Possession Date Landlord shall be liable for and shall pay directly all charges, rents and fees when due for water, gas, electricity, air conditioning, heat, septic, sewer, refuse collection, and any other utility charges (other than telephone and internet access charges) or similar items in connection with the use or occupancy of the Premises during the Term of this Lease. From and after the Possession Date Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises not caused by Landlord, its agents, employees, contractors or licensees.

5.2. Telecommunications. Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("Telecommunications Services"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the applicable laws and Landlord's policies and practices for the Building.

ARTICLE VI.

ADDITIONS, ALTERATIONS AND REMOVALS

6.1 Prohibition. Except as hereinafter expressly provided no portion of the Premises shall be demolished, removed or altered by Landlord in any manner whatsoever without the prior written consent and approval of Tenant, which may not be unreasonably withheld by Tenant.

6.2 Permitted Renovations.

(a) Landlord shall be entitled and obligated to undertake all alterations to the Premises required by any applicable law or ordinance including, without limitation, any alterations required by any Accessibility Laws, and, in such event, Landlord shall comply with the provisions of Section 62(c) below.

(b) Landlord shall be entitled to undertake non-structural alterations, renovations or modifications to the Premises without Tenant's prior consent.

(c) Landlord shall not be entitled to undertake any structural alterations, renovations or modifications (collectively, "**Structural Work**") to the Premises without Tenant's prior written consent; provided, however, Tenant's prior consent shall not be required for structural repairs or replacements of existing structural elements (e.g. replacing roof, the roof membrane roof covering, exterior walls, structural support beams); provided further however that Landlord shall give Tenant written notice before causing such structural repairs or replacements to be performed. Prior to performing any Structural Work, Landlord shall request Tenant's consent, which consent shall be given or withheld within ten (10) days of

Landlord's request. Tenant's consent shall not be unreasonably withheld, but may be conditioned upon Landlord's full compliance with the requirements of subsection 6.2(d) below.

(d) When performing any alterations or renovations to the Premises, Landlord shall comply with all of the following requirements:

(i) No such alterations shall be undertaken by Landlord which materially and adversely affect Tenant's use of the Premises or without Tenant's consent, or materially decrease the square footage of the Premises.

(ii) Before the commencement of any such alterations, Landlord or its agents shall furnish to Tenant either plans and specifications therefor depicting the scope of the Alterations or a reasonable detailed itemization thereof.

(iii) Before the commencement of any such alterations, Landlord shall obtain the approval thereof by all governmental departments or authorities having or claiming jurisdiction of or over the Premises, if required by such departments or authorities, and with any public utility companies having an interest therein, if required by such utility companies. In any such work, Landlord shall comply with all applicable laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities having or claiming jurisdiction of or over the Premises and of all their respective departments, bureaus and offices, and with the requirements and regulations, if any, of such public utilities, of the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction, or any other body exercising similar functions, and of all insurance companies then writing policies covering the Premises or any part thereof.

(iv) Landlord represents and warrants to Tenant that all such alterations will be performed in a good and workmanlike manner, in accordance with the terms, provisions and conditions of this Lease, the plans and specifications or itemization thereof approved by Tenant and all governmental requirements.

(v) Tenant shall have the right to inspect any such work at all times during normal working hours and to maintain at the Premises for that purpose (at its own expense) such inspector(s) as it may deem necessary so long as such inspections do not interfere with Landlord's work (but Tenant shall not thereby assume any responsibility for the proper completion of the alterations in accordance with the terms of this Lease, nor any liability arising from the improper performance thereof).

(vi) All such alterations shall be performed at Landlord' cost and expense and free of any expense to Tenant.

(vii) Upon substantial completion of any such alterations Landlord shall procure a certificate of occupancy or other written approval, if available and if required, from the appropriate governmental authorities verifying the substantial completion thereof and shall provide a copy of same to Tenant.

(viii) Landlord shall, and hereby agrees to and save and hold Tenant harmless from and against and reimburse Landlord for any and all loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by or asserted against Tenant which is occasioned by or results, directly or indirectly, from any construction or renovation activities conducted upon the Premises; whether or not the same is caused by or is the fault of Landlord or any contractor, subcontractor, laborer, supplier, materialman or any other third party.

6.3 Building Penetrations. Tenant shall not make any penetrations in the Building (roof, walls, foundation, etc.) without Landlord's prior written consent. If Tenant is permitted to penetrate the building, the consent may be conditioned upon (a) Landlord's approval of specific plans and specifications for the penetration and the contractor to perform it, (b) if it is a roof penetration, Tenant's agreement to reimburse Landlord for costs incurred in connection with any later problems which develop with the penetrated roof, and (c) Tenant's agreement to remove the equipment before the end of the Lease and completely seal the penetration to Landlord's satisfaction, and a deposit to guarantee Tenant's performance. If Tenant creates any penetration without Landlord's written consent or violates the terms of the consent, Tenant shall pay Landlord a daily fee of \$100.00 from the date of the penetration until it is completely sealed to Landlord's satisfaction, in addition to Landlord's other rights hereunder.

6.4 Tenant's Ownership of Improvements. It is expressly understood and agreed that any and all furniture, fixtures, machinery and equipment at any time placed or maintained on any part of the Premises by Tenant shall be inventoried and a copy of same shall be provided to the College, and annually revised by District, and remain the property of the Tenant, or its sub-Tenants, as their interests may appear.

ARTICLE VII.

MAINTENANCE AND REPAIRS

7.1 Repairs by Landlord. From and after the Possession Date and continuing throughout the Term of this Lease, Landlord shall keep the Premises in good, clean, and habitable condition. Landlord shall at all times and at its sole cost and expense, put, keep, replace and maintain the Premises (including, without limitation, plumbing systems, electrical, mechanical and electromotive installations, lighting, heating and HVAC systems) in good repair and in good, safe and substantial order and condition, shall make all repairs thereto, including replacement or cracked or broken glass, both inside and outside, structural and non-structural, ordinary and extraordinary, howsoever the necessity or desirability for repairs may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent waste, damage or injury. Landlord shall provide for and make utility repairs in ducts, conduits, pipes, and wiring, and any sewer stoppage located in, under and above the Premises. It is additionally understood that Landlord shall make all repairs and replacement to the roof of the Building in which the Premises are located. Landlord shall also, at its own cost and expense, put, keep, replace and maintain all landscaping, signs, sidewalks, roadways, driveways and parking areas within the Premises in good repair and in good, safe and substantial order and condition and free from dirt, standing water, rubbish and other obstructions or obstacles.

7.2 Common Area Maintenance. Landlord shall be solely responsible for Common Area Costs (as hereinafter defined). "Common Area Costs" mean all sums expended by Landlord for maintenance, management and operation of the Common Areas. Among, but not limited to, the costs to be included in Tenant's share of the actual costs of Common Area maintenance are the following: painting, roof leaks, common area lighting, municipal or local fire protection or hydrant charges, parking lot cleaning, sewer and water charges, exterminating, maintenance and repair of parking areas, sidewalks, and areas common to the

occupants of the Landlord's building and landscaping and maintenance thereof, repair of electrical or utility lines. Landlord shall be responsible for garbage and refuse disposal.

For purposes of this Lease, the term "Common Areas" shall mean such areas, including, but not limited to, parking areas, driveways, truckways, delivery passages, loading docks, pedestrian sidewalks and ramps, ingress and egress roads, open or enclosed courtyards, walls, and corridors, landscaped and/or planted areas; telephone areas, and similar facilities; and any other similar areas and facilities which Landlord may (in its discretion) from time to time make available within the Building but outside the Premises for use by Tenant, other tenants and their respective employees, customers, invitees, and licensees, all of which are subject to Landlord's sole control.

For purposes of this Lease, the term "Common Area Maintenance Costs" shall mean the amount of all costs and expenses incurred by Landlord in connection with the ownership, operation, management, maintenance, replacement and repair of the Building, which costs and expenses shall include, but shall not be limited to, the costs of cleaning, painting, inspecting, landscaping, security, insurance, trash removal, repairs, painting and striping, lighting, roof repair, roof replacement, roof maintenance, sanitary control, amortization of all machinery and equipment located in or used in connection with the Common Areas, repairs to the building canopies, fascia, and support columns, all direct and indirect personnel costs in connection with such services.

7.3 Compliance with ADA. Notwithstanding any other provision of this Lease to the contrary concerning the parties' respective responsibilities for compliance with legal requirements, (a) Landlord agrees that it shall comply with Title III of the Americans with Disabilities Act (the "ADA"), all regulations issued thereunder, and the Accessibility Guidelines issued pursuant thereto, as the same are in effect on the date hereof and may be hereafter modified or amended and supplemented, relating to operation of the Common Areas of the Building, work done to the Common Areas (including without limitation and as the case may be, alterations, barrier removal, or new construction) and, in the event of reconstruction and restoration of the Premises by Landlord as a result of a casualty or taking, alterations or new construction of the Premises; and (b) Tenant agrees that it shall comply with the ADA and any other applicable governmental statutes or regulations relating to accessibility (collectively, "Accessibility Laws") relating to operation of the Premises.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing and provide the other with copies of any notices (as applicable) alleging violation of the ADA or other Accessibility Laws relating to any portion of the Building or of the Premises; and claims made or threatened in writing regarding non-compliance with the ADA or other Accessibility Laws and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Building or the Premises.

If any alterations are required to be made to the Common Areas due to legal requirements, including the ADA, Landlord shall make such alterations.

ARTICLE VIII.

DAMAGE OR DESTRUCTION

8.1 Restoration and Repair. If, during the Term of this Lease, the Premises shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Tenant shall give Landlord prompt notice thereof and Landlord shall repair, reconstruct or replace the Premises, or the portion thereof so destroyed or damaged (whichever is reasonably required), at least to the extent of the value and character thereof existing immediately prior to such occurrence. All work shall be started as soon as practicable and completed, at landlord's sole cost and expense. Tenant shall, however, immediately take such action as is necessary to assure that the Premises (or any portion thereof) do not constitute a nuisance or otherwise present a health or safety hazard.

8.2 Uninsured Losses. Nothing contained herein shall relieve Landlord of its obligations under this Article if the destruction or damage is not covered, either in whole or in part, by insurance.

ARTICLE IX.

ASSIGNMENT AND SUBLETTING BY TENANT

9.1 No Assignment or Subletting. Tenant may not assign or transfer its interest in this Lease or any interest herein, or sublet or license the whole or any part of the Premises without the prior consent of Landlord, or permit the use of the Premises or any part thereof by any party other than Tenant. Any of the foregoing acts without such consent shall be voidable and shall, at the option of Landlord, constitute a default hereunder. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law.

ARTICLE X.

END OF TERM

10.1 Surrender of Premises. Tenant shall, on or before the last day of the Term of this Lease or upon the sooner termination thereof, peaceably and quietly surrender and deliver to Landlord the Premises and all keys thereto (including, without limitation, all portions of the Premises and all additions thereto and replacements thereof made from time to time over the Term of this Lease), in broom clean condition, good order and repair, reasonable wear and tear excepted and damaged by unavoidable casualty excepted (as to casualty damage, to the extent, and only to the extent, that the same is covered by proceeds of Landlord's fire and extended coverage policy) and free and clear of all liens and encumbrances other than those which exist on the Rental Commencement Date or are otherwise specifically approved and acknowledged by Landlord in writing. Tenant shall inform Landlord of all combinations of all locks, safes and vaults, if any, in the Premises. If Tenant shall hold over the Premises after expiration of the Term, Tenant's hold over, whether or not with consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, except rental, and no extension or renewal of this Lease shall

be deemed to have occurred by such holding over. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including attorneys' fees) and liability resulting from such failure.

ARTICLE XI.

LIABILITY OF LANDLORD

11.1 Liability of Landlord. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (except the negligence or misconduct of Landlord, its successors and assigns, and their respective directors, officers, employees and agents), including, but not limited to: (i) repairs to any portion of the Premises; (ii) interruption in Tenant's use of the Premises; (iii) any accident or damage resulting from the use or operation (by Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (iv) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (v) any fire, robbery, theft, mysterious disappearance or other casualty; (vi) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Premises. Any storage or placement by the Tenant or its employees of goods, property or personal effects in or about the Premises shall done be at the sole risk of the Tenant.

11.2 Landlord's Insurance. Landlord shall maintain such fire, extended, and liability coverage, or other insurance coverage on the Building or any portions thereof, as Landlord, in its reasonable discretion, shall deem appropriate (the "Insurance"). The foregoing insurance policies are under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any rights thereunder.

ARTICLE XII.

DEFAULT

12.1 Events of Default. Each of the following events shall be an event of default hereunder by Tenant and shall constitute a breach of this Lease (individually an "Event of Default"):

- (a) Tenant fails to pay any installment of rent within thirty (30) days of the date when due under this Lease.
- (b) Tenant deserts or vacates any substantial portion of the premises for a period of five (5) days or more.
- (c) If the Lease, or any extension thereof provides for payments of maintenance expenses by Tenant, Tenant fails to pay maintenance fees as required under this Lease.
- (d) Tenant violates or fails to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Lease, and such

violation or failure shall continue for a period of thirty (30) days after written notice thereof from Landlord, and Tenant fails to commence to cure said violation or commence the performance of said provision, covenant, agreement or condition within said thirty (30) days and thereafter diligently pursue said cure (or if the default is otherwise not susceptible of being cured within thirty days).

12.2 Remedies on Default. If any of the Events of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have the option to exercise any of the following rights and remedies to the maximum extent permitted by law without any notice or demand, in addition to and cumulative with any other remedy available to the Landlord:

(a) Landlord may, pursuant to written notice thereof to Tenant, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account. Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Tenant or any other person who may be occupying the premise or any part of them, by force if necessary, without being liable for prosecution or for any claim of damages for such entrance and expulsion or removal. Tenant agrees to pay Landlord on demand the amount of all loss and damage that Landlord suffers by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.

(b) Landlord reserves the right to pursue any other equitable or legal remedy accorded by law upon the occurrence of an Event of Default.

(c) No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate the Lease, unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. The loss or damage that Landlord may suffer by reason of termination of this Lease, or the deficiency from any reletting as provided for above, shall include the expense of repossession.

12.3 Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provisions, and covenants contained in this Lease shall be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of rent or maintenance fees following an event of default under this Lease shall not be construed as Landlord's waiver of default.

12.4 Default by Landlord. If Landlord defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, after not less than thirty (30) days' written notice to Landlord, Tenant may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Tenant in remedying Landlord's default shall be paid by Landlord to Tenant on demand and, on failure of such reimbursement, however, Tenant may not deduct these costs and expenses from rent subsequently becoming due under this Lease.

ARTICLE XIII.

NOTICES

13.1 Any notice required or permitted to be given under this Lease shall be deemed given if delivered personally to an officer or general partner of the party to be notified or sent by (a) United States registered or certified mail, postage prepaid, return receipt requested or (b) overnight courier service, and addressed as follows:

If to Landlord: South Texas College
320 W. Pecan Street
McAllen, Texas 78501
Attention: Dr. Shirley A. Reed (President)

With copy to: Jesus Ramirez, Esq.
700 N. Veterans Blvd., Suite B
San Juan, Texas 78589

If to Tenant: Pharr-San Juan-Alamo ISD
601 E. Kelly Street
Pharr, Texas 78577
Attn: Dr. Daniel King (Superintendent)

With copy to: O'Hanlon, Rodriguez Betancourt & Demerath
220 S. Jackson Road
Edinburg, Texas 78539
Attn: Benjamin Castillo

ARTICLE XIV.

MISCELLANEOUS

14.1 Entire Agreement. This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Tenant hereby waives, as a material part of the consideration hereof, all claims against Landlord for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease. This Lease shall not be changed, amended or modified except by a written instrument executed by Landlord and Tenant.

14.2 Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

14.3 Maintenance Records and Contracts. Landlord shall keep and maintain at all times complete and accurate books and records regarding the maintenance and repair of the Premises, and upon the request of Landlord not to be made more than one time in any calendar year, Tenant shall furnish to Landlord within thirty (30) days of such request, copies of all maintenance and repair records for the Premises in Tenant's possession, including any maintenance or service contracts.

14.4 Captions and Headings. The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the provisions of this Lease.

14.5 Severability. If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

14.6 Binding on Successors. The agreements, terms, provisions, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, to the extent permitted herein, their respective successors.

14.7 Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Texas. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

14.8 Recordation of Memorandum of Lease. This Lease shall be recorded or filed among the appropriate land records of Hidalgo County, Texas. Tenant shall pay the recording costs associated therewith. In the event of a discrepancy between the provisions of this Lease and such short form memorandum thereof, the provisions of this Lease shall prevail.

14.9 Counterparts. This Lease may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Lease between the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

LANDLORD:

South Texas College

By: _____
Name: _____
Its: _____

TENANT:

Pharr-San Juan-Alamo Independent School District

By: _____
Name: _____
Its: _____

EXHIBIT "A"

Legal description of land: 10 acre tract

Tract 1:

The West 330 feet of Lot 255, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 3, Pages 133-134, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

City of Pharr (2 tracts)

Tract 2:

A tract of land containing 54.26 acres of land situated in the City of Pharr, Hidalgo County, Texas, being a part or portion of Lots 258, 259 and 260, KELLY-PHARR SUBDIVISION, map reference: Volume 3, Pages 133-134, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, and said 54.26 acres of land being a part or portion of a tract of land deeded to Antonio Esparza, M.D., Oscar Palacios and Romeo Cuellar, recorded in Document No.1183343, H.C.D.R, reference to which is here made for all purposes and said 54.26 acres more particularly described as follows:

BEGINNING in the Northwest corner of said Lot 260 and the right-of-way of U.S. 281, recorded in Volume 383, Page

128, H.C.D.R. and Volume 799, Page 341, H.C.D.R., for the northwest corner of this tract and the POINT OF BEGINNING;

THENCE, South 81 degrees, 27 minutes, 24 seconds East, along the North line of said Lot 260, at a distance of 65.00 feet pass an iron rod found with a plastic cap stamped "RRA" on the East right-of-way line of said U.S. 281, at distance of 1,320.00 feet pass an iron pipe found on the common North corner of said Lot 260 and Lot 259, at a distance of 2,640.00 feet pass the common North corner of said Lot 259 and Lot 258, continuing a total distance of

3,960.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 258, for the Northeast corner of this tract;

THENCE, South 08 degrees, 32 minutes, 36 seconds West, along the East line of said Lot 258, a distance of 34.90 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Floodway & Levee Easement of Hidalgo County, Texas, recorded in Volume 475, Page 49, H.C.D.R., for the southeast corner of this tract;

THENCE, South 87 degrees, 54 minutes, 01 seconds West, along the South line of said Floodway & Levee Easement tract, a distance of 1,271.93 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 71 degrees, 10 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 1,084.70 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, North 63 degrees, 17 minutes, 59 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 128.40 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 77 degrees, 25 minutes, 31 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 235.80 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 24 degrees, 30 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 145.60 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 67 degrees, 01 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 32.75 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on the East line of said Lot 260, for an angle corner of this tract;

THENCE, South 08 degrees, 32 minutes, 36 seconds West, along the East line of said Lot 260, a distance of 102.40 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Roberta Wessling and Opal Funke, recorded in Volume 1471, Page 628, H.C.D.R., for the southern most southeast corner of this tract;

THENCE, North 81 degrees, 27 minutes, 24 seconds West, along the North line of said Wessling and Funke tract, at a distance of 1255.00 feet pass a 1/2" iron rod with a plastic cap stamped "RRA" found on the East right-of-way line of said U.S. 281, continuing a total distance of 1320.00 feet to the Southwest corner of said Lot 260 in the right-of-way of said U.S. 281, for the southwest corner of this tract;

THENCE, North 08 degrees, 32 minutes, 36 seconds East, along the West line of said Lot 260 and the right-of-way of said U.S. 281, a distance of 1039.15 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT that part out of Lot 260, Kelly-Pharr Subdivision conveyed to Hidalgo County Drainage District Number 1, by instrument dated November 18, 1927, recorded in Volume 330, Page 521, Deed Records of Hidalgo County, Texas.

TRACT 3:

Being 9.677 acres of land situated in Hidalgo County, Texas, and being out of Lot 258, KELLY-PHARR SUBDIVISION as per map recorded in Volume 3, Pages 133 thru 134, Deed Records in the Office of County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

and said 9.677 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a one-half (1/2) inch iron rod set on the East line of said Lot 258 for the Southeast corner of said tract herein described, said iron rod bears North 8 degrees, 40 minutes, 20 seconds East, 660.00 feet from the Southeast corner of said Lot 258;

THENCE, North 81 degrees, 19 minutes, 40 seconds West, 1320.00 feet, with a line that is parallel to the South line of said Lot 258 to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for the Southwest corner of said tract herein described;

THENCE, North 8 degrees, 40 minutes, 20 seconds East, 149.21 feet, with the West line of said Lot 258 to a one-half

(1/2) inch iron rod with a plastic cap stamped "RRA" set for the Northwest corner of said tract herein described;

THENCE, North 73 degrees, 25 minutes, 20 seconds East, 138.15 feet, with the South right-of-way line of the North flood way levee to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for an angle point;

THENCE, North 86 degrees, 46 minutes, 20 seconds East, 1221.30 feet, continuing with the South right-of-way line of said levee to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for the Northeast corner of said tract herein described;

THENCE, South 8 degrees, 40 minutes, 20 seconds West, 459.98 feet, with the East line of said Lot 258 to the **POINT OF BEGINNING**.

U.S. 281
(853' B-B)

N 08°32'36" E
1039.15'

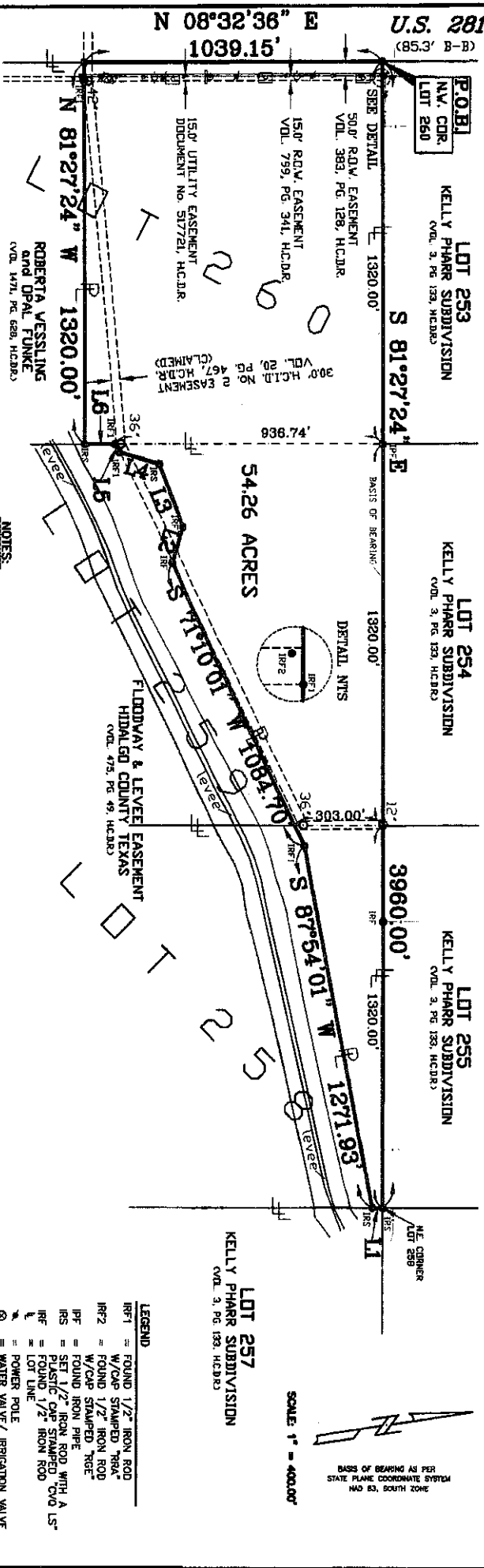
P.O.B.I.
N.V. COR.
LOT 250

LOT 253
KELLY PHARR SUBDIVISION
VOL. 3, PG. 193, H.C.D.R.

LOT 254
KELLY PHARR SUBDIVISION
VOL. 3, PG. 193, H.C.D.R.

LOT 255
KELLY PHARR SUBDIVISION
VOL. 3, PG. 193, H.C.D.R.

LOT 257
KELLY PHARR SUBDIVISION
VOL. 3, PG. 193, H.C.D.R.



NUMBER	DIRECTION	DISTANCE
L1	S 08°32'36" W	34.90'
L2	N 63°17'59" W	128.40'
L3	S 77°25'31" W	235.80'
L4	S 24°30'01" W	145.60'
L5	S 67°01'01" W	32.75'
L6	S 08°32'36" W	102.40'

FLOOD DESIGNATION

The Flood designation for this property is "Zone B" which are "Areas between limits of the 100-year flood and the 500-year flood; or certain areas subject to 100-year flooding with average depths of less than one foot or where the contributing drainage areas less than one square mile; or areas protected by levees from the base flood". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: 480334 0425 C

Map Revised: November 16, 1982

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

The flood designation for this property appears to be "Zone A1" which are "Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevation are shown, but no flood hazard factors are determined". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: 480334 0425 C

Map Revised: November 16, 1982

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

NOTES:

- SUBJECT TO THE SUBVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTERMINATORIAL JURISDICTION OF SAID PROPERTY.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.
- EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, AND ALL VISIBLE EASEMENTS.
- RIGHT OF WAY EASEMENT IN FAVOR OF RIO GRANDE VALLEY GAS COMPANY AS SHOWN BY INSTRUMENT DATED SEPTEMBER 19, 1958, RECORDED IN VOLUME 927, PAGE 56, DEED RECORDS OF HIDALGO COUNTY, TEXAS. (BLANKET)
- IF THIS SURVEY DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.
- THIS CERTIFICATION IS MADE TO THE HEREIN NAMED CLIENT. IT IS INVALID FOR ANY OWNER OR FUTURE OWNER OR FUTURE LENDING INSTITUTIONS. CERTIFICATION HEREIN WILL EXPIRE 6 MONTHS FROM THIS DATE AS NOTED ON THIS PLAT AND MAY NOT BE UTILIZED FOR ANY SPECIFIC FUTURE TRANSACTION OF THIS HEREIN NAMED REAL ESTATE.

FOR: CITY OF PHARR

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: U.S. 281, Hidalgo County, Texas, described as follows: 54.26 ACRES, OUT OF LOTS 253, 254 AND 250, KELLY PHARR SUBDIVISION, Hidalgo County, Texas, according to the map or plat of said subdivision, in Volume 3, Page 193, Deed Records, Hidalgo County, Texas.

PROJECT INFORMATION

SURVEYED DATE: 09/27/14
JOB NO.: 140907
DRAWN BY: PT
CHECKED BY: C.V.



SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above foregoing plat is a true and correct representation of the land as surveyed on the ground on September 27, 2014, under my direction.

By Carlos Vasquez, Registered Professional Land Surveyor, No. 11, R.P.L.S. NO. 4608

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**METES AND BOUNDS DESCRIPTION
54.26 ACRES OF LAND
KELLY PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS**

LLC

A tract of land containing 54.26 acres of land, situated in the City of Pharr, Hidalgo County, Texas, being a part or portion of **LOTS 258, 259 AND 260, KELLY PHARR SUBDIVISION**, map reference: Volume 3, Pages 133-134, H.C.M.R., and said 54.26 acres of land being a part or portion of a tract of land deeded to Antonio Esparza, M.D., Oscar Palacios and Romeo Cuellar, recorded in Document No. 1183343, H.C.D.R., and said 54.26 acres of land being more particularly described as follows;

BEGINNING in the Northwest corner of said Lot 260 and the right-of-way of U.S. 281, recorded in Volume 383, Page 128, H.C.D.R. and Volume 799, Page 341, H.C.D.R., for the northwest corner of this tract and the **POINT OF BEGINNING**;

THENCE, S 81° 27' 24" E, along the North line of said Lot 260, at a distance of 65.00 feet pass an iron rod found with a plastic cap stamped "RRA" on the East right-of-way line of said U.S. 281, at distance of 1320.00 feet pass an iron pipe found on the common North corner of said Lot 260 and Lot 259, at a distance of 2640.00 feet pass the common North corner of said Lot 259 and Lot 258, continuing a total distance of 3960.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 258, for the Northeast corner of this tract;

THENCE, S 08° 32' 36" W, along the East line of said Lot 258, a distance of 34.90 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Floodway & Levee Easement of Hidalgo County, Texas, recorded in Volume 475, Page 49, H.C.D.R., for the southeast corner of this tract;

THENCE, S 87° 54' 01" W, along the South line of said Floodway & Levee Easement tract, a distance of 1271.93 feet to a ½" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 71° 10' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 1084.70 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, N 63° 17' 59" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 128.40 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 77° 25' 31" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 235.80 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

Page 2
54.26 acres

THENCE, S 24° 30' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 145.60 feet to a ½" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 67° 01' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 32.75 feet to a ½" iron rod with a plastic cap stamped "RRA" found on the East line of said Lot 260, for an angle corner of this tract;

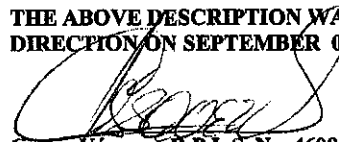
THENCE, S 08° 32' 36" W, along the East line of said Lot 260, a distance of 102.40 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Roberta Wessling and Opal Funke, recorded in Volume 1471, Page 628, H.C.D.R., for the southern most southeast corner of this tract;

THENCE, N 81° 27' 24" W, along the North line of said Wessling and Funke tract, at a distance of 1255.00 feet pass a ½" iron rod with a plastic cap stamped "RRA" found on the East right-of-way line of said U.S. 281, continuing a total distance of 1320.00 feet to the Southwest corner of said Lot 260 in the right-of-way of said U.S. 281, for the southwest corner of this tract;

THENCE, N 08° 32' 36" E, along the West line of said Lot 260 and the right-of-way of said U.S. 281, a distance of 1039.15 feet to the **POINT OF BEGINNING**, containing 54.26 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

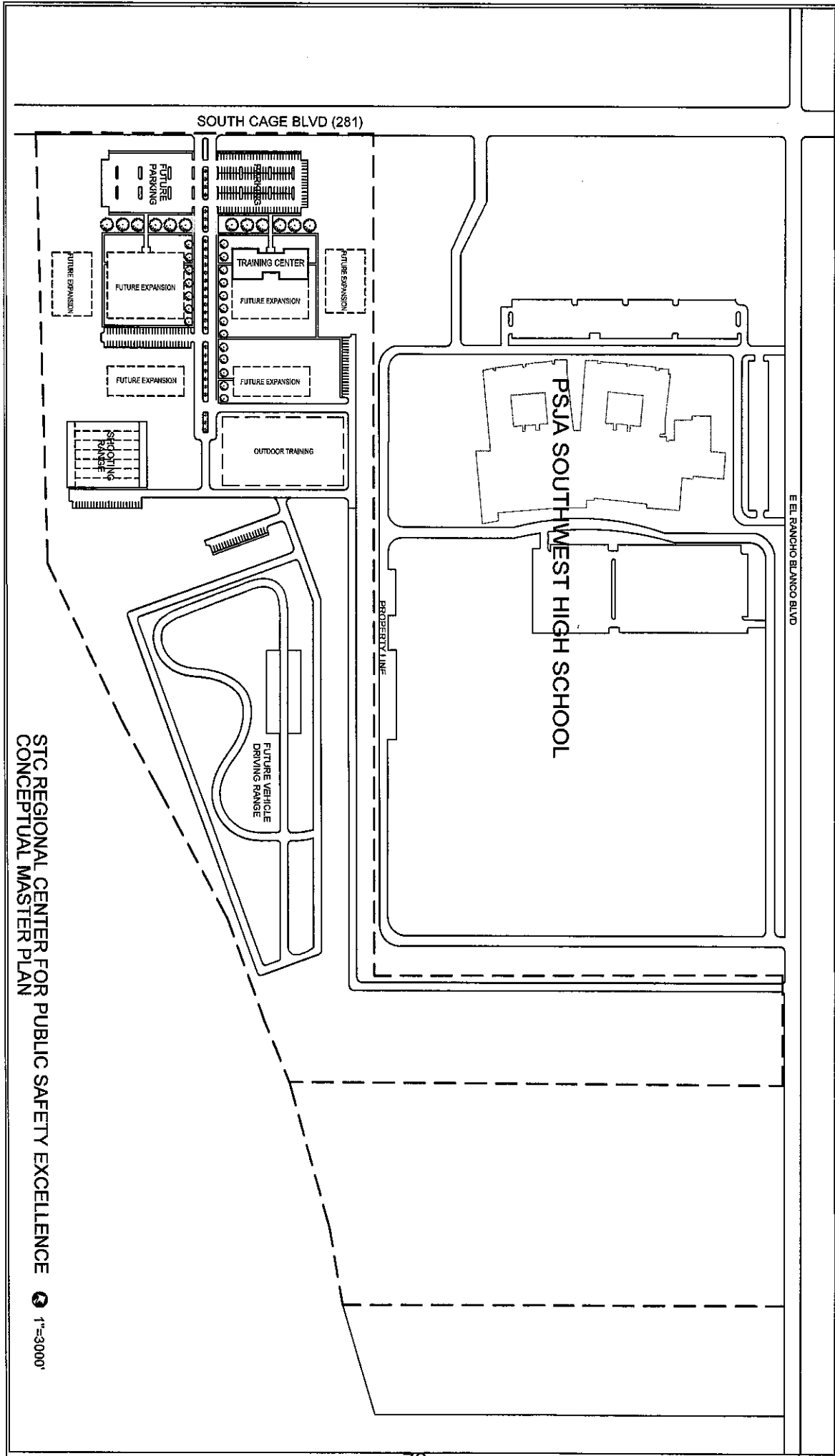
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 02, 2014.



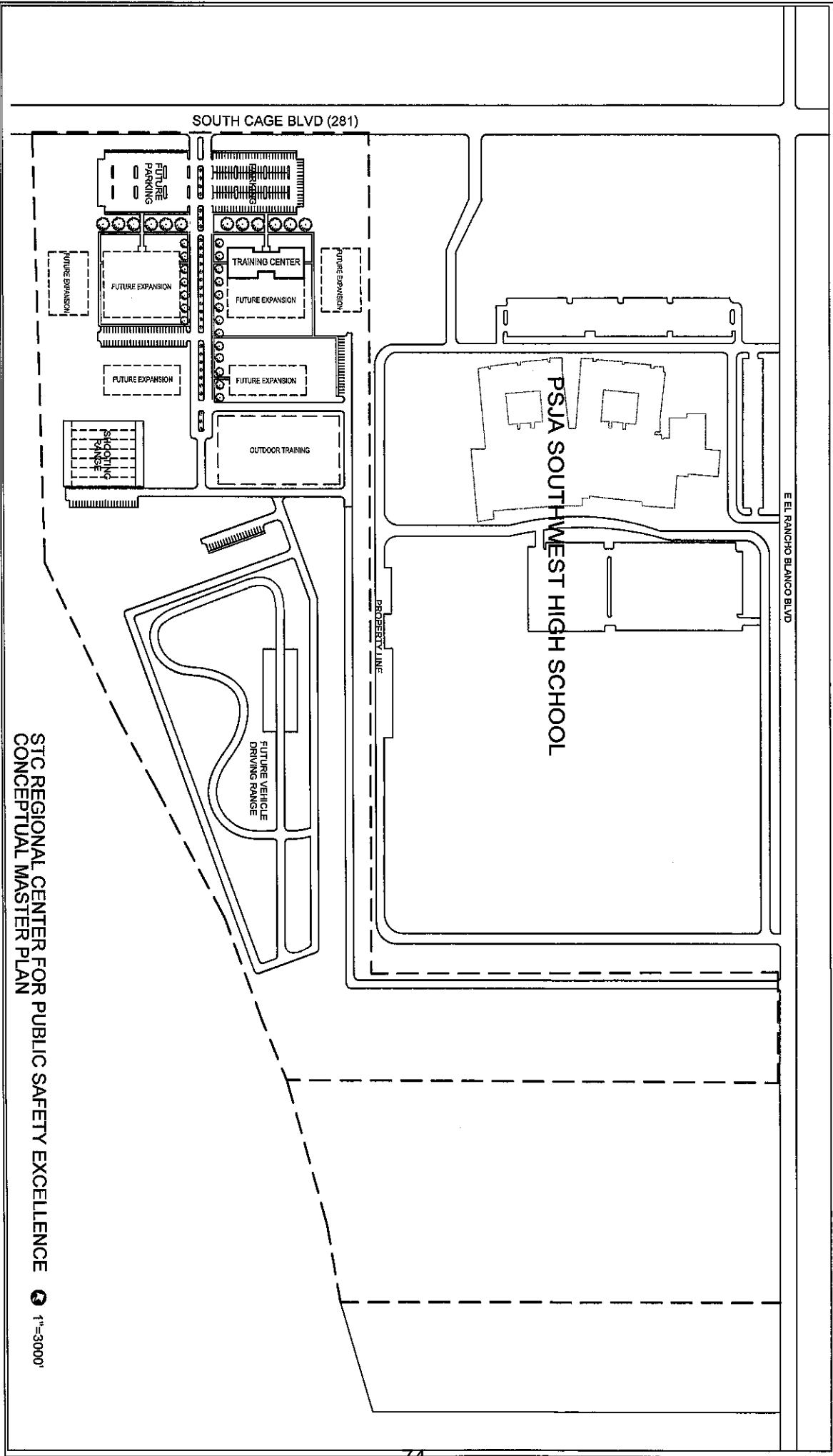
Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

EXHIBIT "B"



STC REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
 CONCEPTUAL MASTER PLAN
 1"=3000'



SOUTH CAGE BLVD (281)

E EL RANCHO BLANCO BLVD

PSJA SOUTHWEST HIGH SCHOOL

PROPERTY LINE

FUTURE PARKING

TRAINING CENTER

FUTURE EXPANSION

FUTURE EXPANSION

FUTURE EXPANSION

FUTURE EXPANSION

OUTDOOR TRAINING

SHOOTING RANGE

FUTURE VEHICLE DRIVING RANGE

STC REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
 CONCEPTUAL MASTER PLAN
 1"=3000'

EXHIBIT "C"

City of Pharr (2 tracts)

Tract 2:

A tract of land containing 54.26 acres of land situated in the City of Pharr, Hidalgo County, Texas, being a part or portion of Lots 258, 259 and 260, KELLY-PHARR SUBDIVISION, map reference: Volume 3, Pages 133-134, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, and said 54.26 acres of land being a part or portion of a tract of land deeded to Antonio Esparza, M.D., Oscar Palacios and Romeo Cuellar, recorded in Document No.1183343, H.C.D.R, reference to which is here made for all purposes and said 54.26 acres more particularly described as follows:

BEGINNING in the Northwest corner of said Lot 260 and the right-of-way of U.S. 281, recorded in Volume 383, Page

128, H.C.D.R. and Volume 799, Page 341, H.C.D.R., for the northwest corner of this tract and the **POINT OF BEGINNING**;

THENCE, South 81 degrees, 27 minutes, 24 seconds East, along the North line of said Lot 260, at a distance of 65.00 feet pass an iron rod found with a plastic cap stamped "RRA" on the East right-of-way line of said U.S. 281, at distance of 1,320.00 feet pass an iron pipe found on the common North corner of said Lot 260 and Lot 259, at a distance of 2,640.00 feet pass the common North corner of said Lot 259 and Lot 258, continuing a total distance of

3,960.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 258, for the Northeast corner of this tract;

THENCE, South 08 degrees, 32 minutes, 36 seconds West, along the East line of said Lot 258, a distance of 34.90 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Floodway & Levee Easement of Hidalgo County, Texas, recorded in Volume 475, Page 49, H.C.D.R., for the southeast corner of this tract;

THENCE, South 87 degrees, 54 minutes, 01 seconds West, along the South line of said Floodway & Levee Easement tract, a distance of 1,271.93 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 71 degrees, 10 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 1,084.70 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, North 63 degrees, 17 minutes, 59 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 128.40 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 77 degrees, 25 minutes, 31 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 235.80 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 24 degrees, 30 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 145.60 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, South 67 degrees, 01 minutes, 01 seconds West, continuing along the South line of said Floodway & Levee Easement tract, a distance of 32.75 feet to a 1/2" iron rod with a plastic cap stamped "RRA" found on the East line of said Lot 260, for an angle corner of this tract;

THENCE, South 08 degrees, 32 minutes, 36 seconds West, along the East line of said Lot 260, a distance of 102.40 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Roberta Wessling and Opal Funke, recorded in Volume 1471, Page 628, H.C.D.R., for the southern most southeast corner of this tract;

THENCE, North 81 degrees, 27 minutes, 24 seconds West, along the North line of said Wessling and Funke tract, at a distance of 1255.00 feet pass a 1/2" iron rod with a plastic cap stamped "RRA" found on the East right-of-way line of said U.S. 281, continuing a total distance of 1320.00 feet to the Southwest corner of said Lot 260 in the right-of-way of said U.S. 281, for the southwest corner of this tract;

THENCE, North 08 degrees, 32 minutes, 36 seconds East, along the West line of said Lot 260 and the right-of-way of said U.S. 281, a distance of 1039.15 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT that part out of Lot 260, Kelly-Pharr Subdivision conveyed to Hidalgo County Drainage District Number 1, by instrument dated November 18, 1927, recorded in Volume 330, Page 521, Deed Records of Hidalgo County, Texas.

TRACT 3:

Being 9.677 acres of land situated in Hidalgo County, Texas, and being out of Lot 258, KELLY-PHARR SUBDIVISION as per map recorded in Volume 3, Pages 133 thru 134, Deed Records in the Office of County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

and said 9.677 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a one-half (1/2) inch iron rod set on the East line of said Lot 258 for the Southeast corner of said tract herein described, said iron rod bears North 8 degrees, 40 minutes, 20 seconds East, 660.00 feet from the Southeast corner of said Lot 258;

THENCE, North 81 degrees, 19 minutes, 40 seconds West, 1320.00 feet, with a line that is parallel to the South line of said Lot 258 to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for the Southwest corner of said tract herein described;

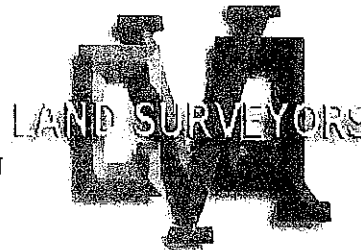
THENCE, North 8 degrees, 40 minutes, 20 seconds East, 149.21 feet, with the West line of said Lot 258 to a one-half

(1/2) inch iron rod with a plastic cap stamped "RRA" set for the Northwest corner of said tract herein described;

THENCE, North 73 degrees, 25 minutes, 20 seconds East, 138.15 feet, with the South right-of-way line of the North flood way levee to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for an angle point;

THENCE, North 86 degrees, 46 minutes, 20 seconds East, 1221.30 feet, continuing with the South right-of-way line of said levee to a one-half (1/2) inch iron rod with a plastic cap stamped "RRA" set for the Northeast corner of said tract herein described;

THENCE, South 8 degrees, 40 minutes, 20 seconds West, 459.98 feet, with the East line of said Lot 258 to the POINT OF BEGINNING.



**METES AND BOUNDS DESCRIPTION
54.26 ACRES OF LAND
KELLY PHARR SUBDIVISION
HIDALGO COUNTY, TEXAS**

LLC

A tract of land containing 54.26 acres of land, situated in the City of Pharr, Hidalgo County, Texas, being a part or portion of LOTS 258, 259 AND 260, KELLY PHARR SUBDIVISION, map reference: Volume 3, Pages 133-134, H.C.M.R., and said 54.26 acres of land being a part or portion of a tract of land deeded to Antonio Esparza, M.D., Oscar Palacios and Romeo Cuellar, recorded in Document No. 1183343, H.C.D.R., and said 54.26 acres of land being more particularly described as follows;

BEGINNING in the Northwest corner of said Lot 260 and the right-of-way of U.S. 281, recorded in Volume 383, Page 128, H.C.D.R. and Volume 799, Page 341, H.C.D.R., for the northwest corner of this tract and the **POINT OF BEGINNING**;

THENCE, S 81° 27' 24" E, along the North line of said Lot 260, at a distance of 65.00 feet pass an iron rod found with a plastic cap stamped "RRA" on the East right-of-way line of said U.S. 281, at distance of 1320.00 feet pass an iron pipe found on the common North corner of said Lot 260 and Lot 259, at a distance of 2640.00 feet pass the common North corner of said Lot 259 and Lot 258, continuing a total distance of 3960.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 258, for the Northeast corner of this tract;

THENCE, S 08° 32' 36" W, along the East line of said Lot 258, a distance of 34.90 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Floodway & Levee Easement of Hidalgo County, Texas, recorded in Volume 475, Page 49, H.C.D.R., for the southeast corner of this tract;

THENCE, S 87° 54' 01" W, along the South line of said Floodway & Levee Easement tract, a distance of 1271.93 feet to a ½" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 71° 10' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 1084.70 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, N 63° 17' 59" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 128.40 feet to an iron rod found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 77° 25' 31" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 235.80 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

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Page 2
54.26 acres

THENCE, S 24° 30' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 145.60 feet to a ½" iron rod with a plastic cap stamped "RRA" found on an outside corner of said Floodway & Levee Easement tract, for an angle corner of this tract;

THENCE, S 67° 01' 01" W, continuing along the South line of said Floodway & Levee Easement tract, a distance of 32.75 feet to a ½" iron rod with a plastic cap stamped "RRA" found on the East line of said Lot 260, for an angle corner of this tract;

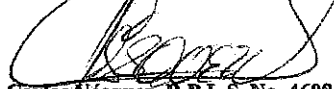
THENCE, S 08° 32' 36" W, along the East line of said Lot 260, a distance of 102.40 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of a tract of land deeded to Roberta Wessling and Opal Funke, recorded in Volume 1471, Page 628, H.C.D.R., for the southern most southeast corner of this tract;

THENCE, N 81° 27' 24" W, along the North line of said Wessling and Funke tract, at a distance of 1255.00 feet pass a ½" iron rod with a plastic cap stamped "RRA" found on the East right-of-way line of said U.S. 281, continuing a total distance of 1320.00 feet to the Southwest corner of said Lot 260 in the right-of-way of said U.S. 281, for the southwest corner of this tract;

THENCE, N 08° 32' 36" E, along the West line of said Lot 260 and the right-of-way of said U.S. 281, a distance of 1039.15 feet to the POINT OF BEGINNING, containing 54.26 acres of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 02, 2014.


Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McALLEN, TEXAS 78502 • PHONE (956) 618-1551 • FAX (956) 618-1547

EXHIBIT "D"

RESERVED

EXHIBIT "E"

RESERVED

EXHIBIT "F"

Legal description of land: 10 acre tract

Tract 1:

The West 330 feet of Lot 255, KELLY-PHARR SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 3, Pages 133-134, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Table I

Reasonable Cost of Construction and Cost of On Going Maintenance

Total Contribution by District

Land	\$ 370,532
Cash	\$ <u>1,000,000</u>
Total Contribution	\$ 1,370,532

5,800 square feet of classroom space

Assumptions

1. The average cost of construction is \$236.29 per square foot based on STC historical records.
2. The average per annum cost of maintenance of \$11 per square foot is based on STC audited historical records.
3. The reasonable life of the classrooms is 20 years

Costs of Land

\$370,532

Cost of Construction

5,800 sq ft. x \$236.29 = \$1,297,634

Amortized Cost of Construction: 20 years reasonable life X \$68,526.60 per annum (*represents total District investment*).

Table II

Reasonable Cost of Construction STC – CITY OF PHARR

20,250 square feet of space for Police Academy

Assumptions

1. The average cost of construction is \$236 per square foot based on STC historical records.
2. The reasonable life of the building is 20 years

Cost of Construction

21,800 sq ft. x \$236 = \$5,144,800

Amortized Cost of Construction of Building: 20 years reasonable life X \$257,340 per annum.

Amortized City Contribution

\$2,500,000 / 20 years = \$125,000

Amortized Cost of City of Pharr Contribution

\$125,000 x 20 years = \$2,500,000

Chart I
 Amortization of PSJA
 \$1,370,000 Contribution

Year			
			\$1,370,000.00
1	Amortized Cost	\$68,500.00	\$1,301,500.00
2	Amortized Cost	\$68,500.00	\$1,233,000.00
3	Amortized Cost	\$68,500.00	\$1,164,500.00
4	Amortized Cost	\$68,500.00	\$1,096,000.00
5	Amortized Cost	\$68,500.00	\$1,027,500.00
6	Amortized Cost	\$68,500.00	\$ 959,000.00
7	Amortized Cost	\$68,500.00	\$ 890,500.00
8	Amortized Cost	\$68,500.00	\$ 822,000.00
9	Amortized Cost	\$68,500.00	\$ 753,500.00
10	Amortized Cost	\$68,500.00	\$ 685,000.00
11	Amortized Cost	\$68,500.00	\$ 616,500.00
12	Amortized Cost	\$68,500.00	\$ 548,000.00
13	Amortized Cost	\$68,500.00	\$ 479,500.00
14	Amortized Cost	\$68,500.00	\$ 411,000.00
15	Amortized Cost	\$68,500.00	\$ 342,500.00
16	Amortized Cost	\$68,500.00	\$ 274,000.00
17	Amortized Cost	\$68,500.00	\$ 205,500.00
18	Amortized Cost	\$68,500.00	\$ 137,000.00
19	Amortized Cost	\$68,500.00	\$ 68,500.00
20	Amortized Cost	\$68,500.00	\$ 0.00

Chart II
CITY OF PHARR
AMORTIZED COST

Year	City Contribution		
			\$2,500,000.00
1	Amortized Cost	\$125,000.00	\$2,375,000.00
2	Amortized Cost	\$125,000.00	\$2,250,000.00
3	Amortized Cost	\$125,000.00	\$2,125,000.00
4	Amortized Cost	\$125,000.00	\$2,000,000.00
5	Amortized Cost	\$125,000.00	\$1,875,000.00
6	Amortized Cost	\$125,000.00	\$1,750,000.00
7	Amortized Cost	\$125,000.00	\$1,625,000.00
8	Amortized Cost	\$125,000.00	\$1,500,000.00
9	Amortized Cost	\$125,000.00	\$1,375,000.00
10	Amortized Cost	\$125,000.00	\$1,250,000.00
11	Amortized Cost	\$125,000.00	\$1,125,000.00
12	Amortized Cost	\$125,000.00	\$1,000,000.00
13	Amortized Cost	\$125,000.00	\$ 875,000.00
14	Amortized Cost	\$125,000.00	\$ 750,000.00
15	Amortized Cost	\$125,000.00	\$ 625,000.00
16	Amortized Cost	\$125,000.00	\$ 500,000.00
17	Amortized Cost	\$125,000.00	\$ 375,000.00
18	Amortized Cost	\$125,000.00	\$ 250,000.00
19	Amortized Cost	\$125,000.00	\$ 125,000.00
20	Amortized Cost	\$125,000.00	\$ 0.00

Review and Recommend Action on Contracting Architectural Design Services for the 2013 Bond Construction Regional Center for Public Safety Excellence

Approval to contract architect design services to prepare plans for the 2013 Bond Construction Regional Center for Public Safety Excellence project will be requested at the January 26, 2016 Board meeting.

Purpose

Architectural design services are necessary for design and construction administration services for the 2013 Bond Construction Regional Center for Public Safety Excellence project. The design scope of work includes, but is not limited to, design, analysis, preparation of plans and specifications, permit applications, construction administration, and inspection of the project.

Justification

The proposed Regional Center for Public Safety Excellence is needed in response to the critical need for public safety and law enforcement professionals in South Texas. The facility would be a world class instructional space with the latest technologies to educate and train law enforcement professionals.

The proposed Regional Center for Public Safety Excellence project will include:

- Office and Administrative Spaces
- Classrooms
- Computer Labs
- Lecture Hall
- Support Spaces

Background

On November 30, 2015, South Texas College began soliciting for architectural design services for the purpose of selecting a firm to prepare the necessary plans and specifications for the Regional Center for Public Safety Excellence. A total of thirty-seven (37) firms received a copy of the RFQ and a total of eight (8) firms submitted their responses on December 16, 2015.

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016. Additional funding may be identified from other sources.

Reviewers

The Requests for Qualifications have been reviewed by staff from Broaddus and Associates, Facilities Planning and Construction, Operations and Maintenance, and Purchasing departments.

Enclosed Documents

A site plan indicating the location of the proposed Regional Center for Public Safety Excellence is enclosed. The evaluation team members completed evaluations for the firms and prepared the enclosed scoring and ranking summary.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, the contracting of architectural design services with PBK Architects, Inc. for preparation of plans and specifications for the 2013 Bond Construction Regional Center for Public Safety Excellence project as presented.

**SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES - REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
PROJECT NO. 15-16-1046**

VENDOR	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Alex Architects, Inc.	The Warren Group Architects, Inc.
ADDRESS	3301 N McColl Rd	3700 N 10th St	1314 Ivy Ave	608 S 12th St	11720 N IH 35	3900 N 10th St	1007 Walnut Ave	1801 S 2nd St Ste 330
CITY/STATE/ZIP	McAllen, TX 78501	McAllen, TX 78504	McAllen, TX 78501	McAllen, TX 78501	Austin, TX 78753	McAllen, TX 78501	McAllen, TX 78501	McAllen, TX 78503
PHONE	956-630-9494	956-686-0100	956-631-1945	956-688-5656	512-474-6526	210-854-0241	956-686-7771	956-994-1900
FAX	956-630-2058	956-662-7313	956-631-1968	956-687-9289	956-386-0613	956-687-1331	956-687-3433	956-994-1962
CONTACT	Danny Boultinghouse	Raymond Gignac	Hector Rene Garcia	Rodolfo R. Molina, Jr.	David Negrete	Cliff Whittingstall	Luis A. Figueroa	Laura Nasri Warran
3.1 Statement of Interest								
3.1.1 Statement of Interest for Project	Indicated their choice to remain a small firm by choice and are selective in projects they pursue. For that reason a project for STC will be priority. Pointed out their previous work for STC and their availability.	Pointed out their expertise with state-of-the-art educational spaces. Indicated that sustainable design is a regular practice for the firm.	Indicated that they only undertake an assignment if it can be given undivided attention. Stated that their on-time completion rate is 98% and their on-budget rate is 92%.	The company pointed out their experience in educational projects and their experience specifically in bond construction projects.	Stated that firm's work has been primarily for public institutions. Listed several projects firm has worked on that relate to public safety and education.	Mentioned the firm's significant experience in designing public safety training facilities. Also pointed out the addition of public safety design consultant as part of their team.	The firm cited the previous work they have provided for STC and stated their confidence in the ability to continue providing service.	Indicated that the firm and its team of consultants is ready to collaborate on the project. Indicated that the STC project will be the main focus for its team.
3.1.2 History and Statistics of Firm	- Firm established in 1990 - Has over 600 successful projects - Three registered architects - 8 total staff	- The principal has over 30 years of experience in architecture. - Offices in Corpus Christi, Harlingen and McAllen	- Firm originally established in 1981 - Identify themselves as medium-sized firm with two principals - Staff of 15	- Established in 2000 - Pointed out experience in educational design and bond projects. - pointed out the 30+ years experience of principal	- Firm established in 2003 - Offices in Austin and Edinburg - Principal has 30+ years experience	- Established in 1981 - 6 offices throughout Texas, including McAllen	- Established in 1947 in McAllen - Maintain offices in McAllen and Harlingen	- Established in 2004 - Offices in McAllen and Austin - Recognized as "Top 5 Small Businesses of 2013" by McAllen Chamber of Commerce
3.1.3 Narrative on qualifications and specialized experience	Pointed to the 40+ years of experience of the top two principals, over 600 successful projects and an 85% repeat client rate. Did not indicate any specialized experience.	Indicated that educational projects are their main focus. Added that they have experience with public safety projects.	Pointed out their previous experience providing services to South Texas College.	Pointed to experience in the following: - Bond experience - CMR experience - BIM experience - Cost sensitivity	Pointed to experience in wide range of buildings, including law enforcement operations and emergency centers for various entities.	Pointed to experience in academic and library buildings. Listed several public safety training facilities they and their specialty consultant have designed.	Listed several projects that indicate their experience with governmental entities.	Pointed to the firm's experience in Federal, Healthcare, Educational and Research facilities, which allows them to stay in touch with the latest technology.
3.1.4 Statement of Availability and Commitment	Indicated their availability and commitment to the project. Stated that two of their principals would be involved with the project until completed.	Pointed out their accessibility due to proximity of offices. Indicated that they will maintain the project schedule established at the beginning of project.	Indicated an ability for rapid response to STC's needs. Stated their commitment to timelines set by STC.	State that they do not pursue projects unless certain of capabilities to produce on or ahead of schedule. Indicated that staff are immediately available for the project.	Indicated that the firm will commit to having the staff available to perform the work.	Indicated that timing of project is ideal for their schedule. Stated their commitment of necessary time and resources for the project.	Indicated the immediate availability to provide services and the active participation by the key team members of the firm.	Indicated their commitment to allocate the best members of the staff to STC project.
3.2 Prime Firm								
3.2.1 Resumes of Principals and Key Members	Included resumes for the following: - Danny Boultinghouse, Principal Architect - Robert S. Simpson, Principal Architect - John Gates, Architect	Included resumes for the following staff: - Raymond Gignac, Principal-In-Charge - Rolando Garza, Architectural Design Manager - Carolyn James, Architect/Interior Designer - Nicholas Gignac, Associate AIA - Rogelio Hernandez, Project Manager - Juan Mujica, Project Manager - Sergio Lainez, Project Architect - Charlie Garcia, Project Architect - Ana Salas-Luksa, Architectural Associate	Included resumes for the following staff: - Hector R. Garcia, Coordinating Architect - Fernando Mata, Partner/Director of Administration - Rey Zamora, Architect Project Manager - Adolfo J. Vela, Construction Field Rep.	Included resumes for the following staff: - Rodolfo Molina, Jr. - President - Ramon Villalobos - Project Manager - Juan Martinez - Project Designer - Mirtha Uranga - Interiors	Included resumes for the following staff: - David Negrete, Architect Principal Partner - Diana G. Negrete, Principal Partner/Administration - Andres L. Mata, Jr., Architect Project Manager - Esteban Zamora, Project Designer - Bruce W. Menke, Asst. Project Manager - Jason T. George, Project Architect - Fernando Perez, Project Production	Included resumes for the following staff: - Cliff Whittingstall - Principal, Director of Higher Education - Erasmo Eli Alvarado, III - Associate Principal - Andre F. de Mattos - Project Manager - Scott Adams - Design Leader - A. Todd Scrimsher - Director, PBK Operations-San Antonio	Included resumes for the following staff: - Luis A. Figueroa - Principal Architect - Micheal E. Alex - Architect Principal - Humberto Rodriguez - Architect Principal - Miguel A. Martinez - Associate Architect	Included resumes for the following staff: - Laura Nassri Warren - Architect Principal - Andrina De Anda - Associate Architect Director - Natanael Perez - Senior Project Manager - Amanda Gomez - Senior Project Manager
3.2.2 Project Assignments and Lines of Authority	Lines of authority and assignments within firm are shown in an organization chart that includes nine staff members.	Lines of authority were not addressed. Project Assignments were indicated on resumes. Time commitment was addressed for only one subconsultant.	Lines of authority and project assignments were shown in organization chart.	Duties and time assignments for each staff member were included in resumes.	Lines of authority are indicated in an organization chart. Indicate that all team members will, at some point, dedicate 100% of time to project.	Lines of authority and communication are indicated in an organization chart. A table is included that shows staff that will work on project and their time assignments.	Indicated duties and time assignments for the key team members.	Duties and time assignments for firm staff and staff from consultant firms are summarized in a table.
3.2.3 Prime Firm's Proximity and ability to respond to unplanned meetings	Indicated their local presence and ability to respond to any planned or unexpected meetings. Pointed out their being just miles from any of the STC campuses.	Have three offices in South Texas with one in McAllen, Texas.	Located in McAllen, Texas.	Located in McAllen, Texas.	Located in Edinburg, Texas and would therefore be able to respond quickly to unexpected meetings.	Has an office in McAllen, Texas and can respond to unexpected meetings.	Located in McAllen, Texas.	Located in McAllen, Texas can quickly respond to unexpected meetings.
3.2.4. Prime Firm's experience with BIM	Did not address BIM.	Indicated that firm uses BIM and listed eight projects in which it has been used.	Stated that they have used BIM on several projects. Have obtained the services of a BIM consultant.	Indicated that they have been using BIM since 2011.	Indicated use of BIM for past eight years in a limited and incomplete manner.	Indicated how they will use BIM in projects for the college, but did not state their experience with it.	Stated that firm and its specialty consultants have moved to BIM in the last six years.	Indicated firm's use of BIM and listed three projects in which it has been used.
3.2.5 Litigation that could affect firm's ability provide services	Did not address question on litigation	Indicated that firm does not have any pending litigation or claims that would affect ability to provide services.	Indicated that they are not involved in litigation.	Pointed out that since its inception, firm has not been involved in litigation.	Pointed to a construction defect claim by one client.	Indicated there is no litigation.	Indicated that there is no pending litigation against the firm that would affect its ability to provide services to STC.	Indicated "Not Applicable" on the question concerning litigation.

SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES - REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
PROJECT NO. 15-16-1046

VENDOR	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Alex Architects, Inc.	The Warren Group Architects, Inc.
3.3 Project Team								
3.3.1 Organization chart with Role of Prime Firm and basic Services consultants	Included organization chart which showed the following consultants: - Ethos Engineering - MEP - Chanin Engineering - Structural - Perez Consulting Engineers - Civil	Submitted organization chart showing prime firm and the following consultants: - G2 Solutions Group - Public Safety Consultant - DBR Engineering - MEP - Lopez Engineering Group - Structural Engineering - Perez Consulting Engineers - Civil Engineering/Surveying	Included organization chart with staff and the following consultants: - CLH Engineering - Structural Engineer - Hinojosa Engineering - Structural Engineer - Sigma HN Engineering, MEP	Organization chart is included that shows the following consultants: - DBR Engineering - MEP - Solorio & Associates - Structural Engineer	An organization chart is included which shows the following consultants: - Half Associates - MEP - Chanin Engineering - Structural	Organization chart is included which shows the following consultants: - DBR Engineering - MEP - Chanin Engineering - Structural - SSP Design - Landscape	Organization chart was included that showed the following consultants: - Hinojosa Engineering - Structural - DBR Engineering - MEP	Organization chart was included that included the following consultants: - Chanin Engineering - Structural - Half Associates - MEP
3.3.2 Organization Chart with role of prime firm and specialized consultants	Did not included any specialized services consultant.	Included organization chart with the following specialty consultant: - G2 Solutions Group - Public Safety Facilities	Included organization chart showing staff and the following specialty consultants: - SSP Design - Landscape - Treanor Architects - Allied Health Facilities - Sigma HN Engineers - Telecommunications	Firm indicated they do not foresee need for a specialized consultant.	Indicated this was not applicable. They stated that they would incorporate specialized consultant as needed.	Organization chart was included that showed the following specialty consultant: - G2 Solutions Group, Inc. - Public Safety Consultant	No specialty consultant was named.	No specialty consultants were shown.
3.3.3 Project team's experience with BIM	Ethos Engineering indicated they could provide BIM and Revit models.	Indicated BIM experience by consultants DEBR Engineering and Lopez Engineering Group.	Did not indicate BIM experience for the consultants.	Indicated that firm and its team have utilized BIM since 2011 on several projects.	Indicated their intent to move toward full use of BIM in the future. Indicated use of BIM by all of the named consultants.	Indicated that project team has extensive experience in BIM.	Indicated that the two consultants have done projects using BIM.	Showed BIM experience for the MEP consultant.
3.4 Representative Projects								
3.4.1 Minimum of 5 projects firm has worked on	- STC - Academic Building (\$6,092,000) - STC - Classroom Building - Pecan Campus (\$11,768,638) - STC - Information Technology Building (\$4,600,000) - UT-Pan American - Annex Building Renovation (\$2,727,000) - UT-Pan American - Hagggar Building Renovation (\$2,200,000)	- City of Eagle Pass - Public Safety Complex (\$3.6 million) - La Joya ISD - Police Station & Training Facility - Corpus Christi ISD - Veterans Memorial High School & Career Technology (\$93,204,494) - La Joya ISD - Juarez Lincoln High School & C.A.T.E. Labs (\$57.3 million) - Pharr San-Juan Alamo ISD - Collegiate Academy (\$17 million)	- City of Mercedes - City of Mercedes Fire Department (\$2,616,015) - Weslaco ISD - Weslaco High Music Halls (\$3,832,000) - City of Mercedes - City of Mercedes Police Department (\$1,500,000) - Hidalgo County - Community Resource Center & Linn San Manuel Fire Station (\$2,500,000) - South Texas College - Starr County Campus (\$11,531,658)	- City of McAllen - McAllen Public Safety Building (\$3,550,000) - City of Raymondville - Raymondville Public Safety Building (\$2,500,000) - City of McAllen - Northwest Police Community Center (\$579,000) - Brooks County ISD - Junior High School (\$8,474,346) - PSJA ISD - Daniel Ramirez Elementary School-Demo and Rebuild (\$12,747,800)	- UT-Pan American - Marialice Shary Shivers Admiration Building Interior Renovations (\$2,345,000) - US General Services Administration - Weslaco Border Patrol (\$13,000,000) - Texas Department of Public Safety - Dept. of Public Safety - Rio Grande City Field Office (\$3,500,000) - Flat Creek Development - Federal Bureau of Investigation Office - Brownsville (\$3,500,000) - Edinburg CISD - Network Operating & Information Technology Training Center (3,750,000)	- Tarrant County College - Fire Technology Training Center (\$13,900,000) - City of Progreso - New Police/Fire Station (\$1,824,312) - Collin College - Public Safety Training Center (\$28,500,000) - City of San Juan - Public Safety Building (\$1,200,000) - Lone Star College - Campus Expansion (\$19,400,000)	- Harlingen ISD - Harlingen ISD School of Health Professions (\$15,319,400) - PSJA ISD - PSJA Southwest Early College High School (\$45,000,000) -Valley View ISD - Valley View Early College Campus (\$15,608,800) - PSJA ISD - Zeferino Farias Elementary School (\$10,358,911) - City of McAllen - McAllen Public Safety Facility (\$8,050,000) - City of McAllen - McAllen City Hall (\$4,000,000) - South Padre Island - South Padre Island Municipal Building (7,150,000)	- South Texas College - Student Activities and Cafeteria Building - City of McAllen - McAllen International Airport Renovations and Additions (\$21,000,000) - General Services Administration - U.S. General Services Administration Facility (\$3,500,000) - General Services Administration - Social Security Services Administration Facility (\$2,080,000) - City of Pharr - Pharr International Trade Center (\$2,700,000) - Mission EDC - CEED Mission Economic Development Corporation
3.5 References								
3.5.1 References for five projects	- University of Texas Pan American - McAllen ISD	- La Joya ISD - Corpus Christi ISD - Pharr San-Juan Alamo ISD - City of Eagle Pass	- San Benito CISD - Weslaco ISD - Hidalgo County Precinct No. 4 - Brownsville ISD - Hidalgo County Housing Authority	- Brooks County ISD - Edinburg CISD - Pharr-San Juan-Alamo ISD - City of McAllen - City of Raymondville	- UT-Pan American - Edinburg CISD - E.J.C. Incorporated - Texas Facilities Commission - Flat Creek Development	- Tarrant County College - City of Progreso - Collin College - City of San Juan - Lone Star College	-Harlingen ISD - PSJA ISD - Valley View ISD - City of McAllen	- McAllen International Airport - Mission EDC - City of Pharr - U.S. General Services Administration
3.6 Project Execution								
3.6.1 Willingness and ability to expedite services. Ability to supplement production.	Reiterated the availability of the firm's staff and their commitment of whatever resources needed to fulfill work obligations.	Did not specifically address ability to expedite services, but provided very detailed project approach process and part of it addresses timely completion of project.	Indicated that firm has associated with other architectural firms to provide services for other projects (other than STC) so that work will be concentrated on STC projects.	Stated their ability to complete projects on short timelines. Indicated their previous work with STC's construction program manager.	Indicated that firm is fully capable of undertaking the project. Added that staff will work longer hours to meet expedited schedules.	Indicated that McAllen office will be the primary contact, but that it will utilize the 300+ company-wide staff to meet schedule demands.	Indicated that firm is committed to immediate and thorough response to the project. Stated that in house staff in the Rio Grande Valley is able to provide all production.	Indicated their willingness and ability to expedite design and construction administration. Will supplement production capability if necessary.
Total Evaluation Points	537.87	556.19	545.41	553.19	550.3	566.19	543.54	534.75
Ranking	7	2	5	3	4	1	6	8

**SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES PROJECT NO. 15-16-1046
EVALUATION FORM**

CRITERIA	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Alex Architects, LLP.	The Warren Group Architects, Inc.
3.1 Statement of Interest (up to 100 points)								
3.1.1 Statement of interest on projects	95	95	95	95	95	95	95	95
3.1.2 Firm History and credentials	93	86	88	86	86	96	91	93
3.1.3 Narrative describing firm's qualifications and specialized design experience	98	98	98	98	98	98	98	98
3.1.4 Availability and commitment of firm, consultants, and key professionals	100	100	100	100	100	100	100	100
	85	90	87	93	95	95	85	84
	88	84	89	94	92	97	84	85
	95	95	95	95	95	95	95	95
	84	90	89	92	91	93	91	88
	95	92	93	92	92	92	90	92
3.2 Prime Firm (up to 100 points)								
3.2.1 Experience and expertise of principles and key members, including resumes	85	90	90	90	95	95	95	85
3.2.2 Proposed project assignments, lines of authority, estimated time assignment of personnel	94	90	90	88	93	95	93	93
3.2.3 Firm's proximity to college and ability to respond to project needs	95	97	97	97	98	98	98	96
3.2.4 Firm's experience with Building Information Modeling	70	90	90	95	90	95	90	95
3.2.5 Litigation prime firm is involved in	93	91	93	98	91	99	91	89
	97	89	90	98	97	98	93	89
	85	90	90	90	95	95	95	85
	84	90	92	92	90	92	91	86
	90	95	95	95	90	95	95	94

**SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES PROJECT NO. 15-16-1046
EVALUATION FORM**

CRITERIA	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Alex Architects, LLP.	The Warren Group Architects, Inc.
3.3 Project Team (up to 100 points)								
3.3.1 Organizational chart showing, the roles of the prime firm and basic services consultants	90	95	90	90	90	95	85	85
--Name Consultant and provide brief history	95	93	90	90	92	95	94	93
--Consultant's proposed role in project	98	99	98	98	98	99	97	97
--Projects Consultant and prime have worked together on in last 5 years	50	95	50	50	50	95	50	50
--Statement of Consultant's availability for this project	87	93	90	99	94	100	89	87
--Resumes showing experience and expertise of key individuals	90	95	90	90	90	98	90	93
3.3.2 Organizational chart showing roles of prime firm and specialized consultants	90	90	90	90	95	95	85	85
--Name Consultants and provide brief history	92	95	90	90	90	92	90	86
--Consultant's proposed role in project	95	95	95	95	95	96	95	95
--Three projects consultant has worked on during last 5 years								
--Statement of Consultant's availability for the projects								
--Resumes of principles and key members of consultant assigned to projects								
3.3.3 Project team's experience with use of Building Information Modeling								
	87.44	94.44	87	88	88.22	96.11	86.11	85.66

**SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES PROJECT NO. 15-16-1046
EVALUATION FORM**

CRITERIA	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Alex Architects, LLP.	The Warren Group Architects, Inc.
3.4 Representative Projects (up to 100 points)								
3.4.1 Specific data on 5 representative projects showing similarities --Project name and location; Project Owner and contact information; Project construction cost; Project size in gross square feet; Date project was started and completed; Professional services prime firm provided for the project; Project manager; Project architect; Project designer; Names of consultant firms and their expertise; Description of BIM processes and deliverable provided	85	95	95	95	90	90	85	85
	92	93	90	94	91	96	94	92
	95	99	97	99	97	98	95	94
	60	100	60	60	60	80	40	40
	83	83	80	87	83	92	88	81
	90	87	87	98	98	93	93	90
	87	92	90	92	90	90	85	82
	88	88	92	92	92	95	92	85
	95	95	96	95	95	96	95	93
3.5 Five References (up to 100 points)								
3.5.1 Name Owner and Owner's Representative and phone numbers	95	95	95	95	95	95	95	95
	95	94	95	95	92	93	95	94
	95	94	95	96	95	94	97	90
	95	95	95	95	95	95	95	95
	85	90	90	90	90	85	90	90
	90	90	93	93	92	95	95	85
	93	93	92	92	92	91	90	91
	90	90	92	92	90	90	90	89
	95	95	95	95	95	95	95	95

**SOUTH TEXAS COLLEGE
ARCHITECTURAL SERVICES PROJECT NO. 15-16-1046
EVALUATION FORM**

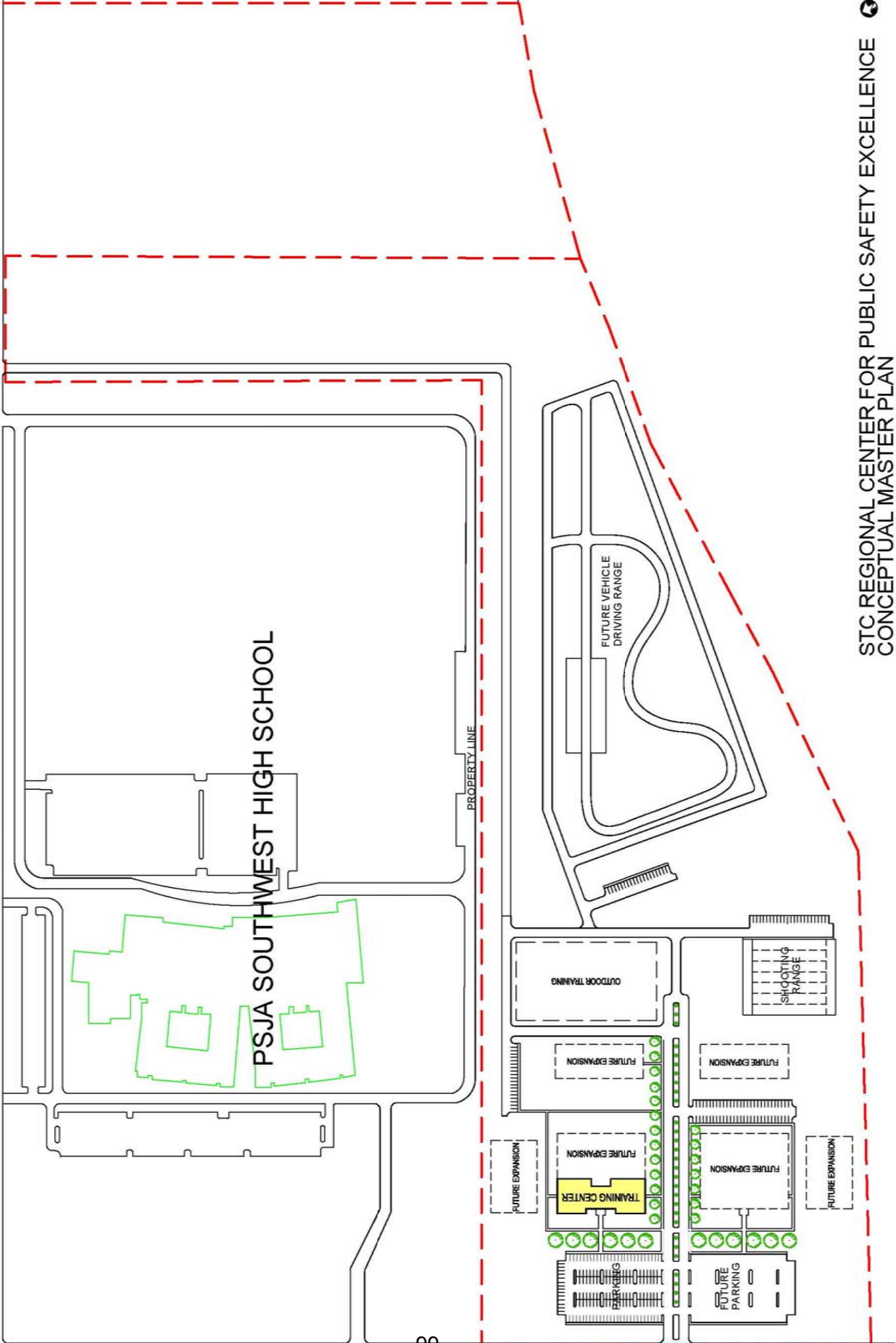
CRITERIA	Boultinghouse Simpson Gates Architects	Gignac & Associates, LLP.	Mata+Garcia Architects, LLP.	Milnet Architectural Services	Negrete & Kolar Architects, LLP.	PBK Architects, Inc.	Rike Ogden Figueroa Allex Architects, LLP.	The Warren Group Architects, Inc.
3.6 Project Execution (up to 100 points)								
3.6.1 Expedite design and construction administration. Production capability to meet schedule demands	95	95	95	95	95	95	95	95
	94	96	92	93	96	95	95	95
	98	98	98	98	98	98	98	98
	100	100	100	100	100	100	100	100
	70	70	75	85	85	85	75	80
	90	88	93	93	90	93	92	90
	95	95	95	95	95	95	95	95
	88	95	90	90	90	90	93	88
	90	99	98	95	95	94	95	93
TOTAL EVALUATION POINTS	537.87	556.19	545.41	553.19	550.3	566.19	543.54	534.75
RANKING	7	2	5	3	4	1	6	8

E EL RANCHO BLANCO BLVD

PSJA SOUTHWEST HIGH SCHOOL

PROPERTY LINE

SOUTH CAGE BLVD (281)



Review and Recommend Action on Contracting Civil Engineering Services for the 2013 Bond Construction Regional Center for Public Safety Excellence Parking and Site Improvements

Approval to contract civil engineering services to prepare plans for the 2013 Bond Construction Regional Center for Public Safety Excellence Parking and Site Improvements project will be requested at the January 26, 2016 Board meeting.

Purpose

Civil engineering services are necessary for design and construction administration services for the 2013 Bond Construction Regional Center for Public Safety Excellence Parking and Site Improvements project. The design scope of work includes, but is not limited to, design, analysis, preparation of plans and specifications, permit applications, construction administration, and inspection of the project.

Justification

The proposed Regional Center for Public Safety Excellence Parking and Site Improvements are needed in response to the critical need for public safety and law enforcement professionals in South Texas. The facility would be a world class instructional space with the latest technologies to educate and train law enforcement professionals.

The proposed Regional Center for Public Safety Excellence Parking and Site Improvements project will include:

- Parking Lot
- Drives, Sidewalks
- Infrastructure Improvements
- Landscaping and Irrigation
- Grading and Drainage
- Vehicle Driving Range
- Shooting Range

Background

On November 30, 2015, South Texas College began soliciting for civil engineering services for the purpose of selecting a firm to prepare the necessary plans and specifications for the Regional Center for Public Safety Excellence Parking and Site Improvements project. A total of twenty-one (21) firms received a copy of the RFQ and a total of ten (10) firms submitted their responses on December 16, 2015.

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016. Additional funding may be identified from other sources.

Reviewers

The Requests for Qualifications have been reviewed by staff from Broaddus and Associates, Facilities Planning and Construction, Operations and Maintenance, and Purchasing departments.

Enclosed Documents

A site plan indicating the location of the proposed Regional Center for Public Safety Excellence Parking and Site Improvements is enclosed. The evaluation team members completed evaluations for the firms and prepared the enclosed scoring and ranking summary.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, the contracting of civil engineering services with Dannenbaum Engineering Company for preparation of plans and specifications for the Regional Center for Public Safety Excellence Parking and Site Improvements project as presented.

**SOUTH TEXAS COLLEGE
CIVIL ENGINEERING SERVICES - REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
PROJECT NO. 15-16-1047**

VENDOR	Damenbaum Engineering Company- McAllen, LLC.	Hinojosa Engineering, Inc.	Intelligent Engineering Services, LLP.	LNV, Inc.	Melden & Hunt, Inc.
ADDRESS	1109 W Nolana Loop Ste 208	108 W 18th St	10001 Reunion Pl Ste 200	801 W Nolana Ave Ste 202	115 W McIntyre St
CITY/STATE/ZIP	McAllen, TX 78504	Mission, TX 78572	San Antonio, TX 78216	McAllen, TX 78504	Edinburg, TX 78541
PHONE	956-682-3677	956-581-0143	210-349-9098	956-627-3979	956-381-0981
FAX	956-686-1822	956-581-2074	210-349-0146	361-883-1986	956-381-1839
CONTACT	Louis H. Jones, Jr.	Ricardo Hinojosa	Erlath W. Zuehl III	Robert M. Viera	Fred L. Kurth
3.1 Statement of Interest	Indicated that they have assembled a team especially designed for the needs of the project and which will exceed STC's expectations.	Indicated that it is the only engineering firm that specializes in educational facilities.	Presented a statement indicating that they are highly qualified and ready to undertake the project.	Stated that firm is large enough to provide high quality performance, but small enough to care about the detailed attention the project deserves.	Pointed out the firm's 67 years of experience in the Rio Grande Valley and the professional expertise they present.
3.1.1 Statement of Interest for Project	- Originally established in 1945 - 8 locations in Texas, including McAllen office	- Established in 1993 - 17 total Employees - 3 licensed employees	- Established in 1999 - 30 employees - 10 licensed professionals	- Established in 2000 - Offices in Corpus Christi, McAllen, Harlingen, Austin, Dallas/Ft Worth, Laredo and San Antonio.	- Founded in 1947 - Offices in Edinburg and Rio Grande City - 50 staff
3.1.2 History and Statistics of Firm	Pointed out the firm's experience and knowledge of the area and their previous work for STC. Also stated their experience with gun ranges and military training facilities.	Indicated that availability to STC will be their top priority. Included the responsibilities for the project of the principal and project manager, both professional engineers.	Indicated that they will provide all firm resources required to execute work.	Indicated that firm has immediate staff available to STC and the ability to commit resources to the project is a non-issue.	Pointed out the firm's extensive experience with site and utility design and infrastructure construction in Hidalgo County.
3.1.3 Firm's unique qualifications and specialized design experience	Stated their commitment to provide personnel to meet or exceed the project schedule. Indicated a similar commitment from the subcontractor firms.	Indicated that availability to STC will be their top priority. Included the responsibilities for the project of the principal and project manager, both professional engineers.	Indicated that they will provide all firm resources required to execute work.	Indicated that firm has immediate staff available to STC and the ability to commit resources to the project is a non-issue.	Pointed out the firm's extensive experience with site and utility design and infrastructure construction in Hidalgo County.
3.1.4 Statement of Availability and Commitment	Stated their commitment to provide personnel to meet or exceed the project schedule. Indicated a similar commitment from the subcontractor firms.	Indicated that availability to STC will be their top priority. Included the responsibilities for the project of the principal and project manager, both professional engineers.	Indicated that they will provide all firm resources required to execute work.	Indicated that firm has immediate staff available to STC and the ability to commit resources to the project is a non-issue.	Pointed out the firm's extensive experience with site and utility design and infrastructure construction in Hidalgo County.
3.2 Prime Firm	Included Resumes for the following staff: - Louis H. Jones, Jr., PE, Principal-in-Charge - John A. Carter, PE, QA Officer - Richard D. Seitz, PE, Project Manager - Daryl W. Duren, Project Scheduler - Nathaniel Olivarez, PE, Civil - Manny Carrizales, RPLS, EIT, Project Surveyor	Included resumes for the following staff: - Ricardo Hinojosa, PE, Principal in Charge - Reynaldo Robles, PE, Project Engineer - Jorge Rodriguez, RPLS, Surveyor	Included resumes for the following staff: - Erlath W. Zuehl III, PE, Principal-in-Charge - Donald N. Dacus, PE, Project Mgr - LEED AP - Henry C. Casal, Jr., RPLS, Survey Manager - Ethny A Nava, EIT, Project Engineer - Justin Jones, EIT, Project Engineer - Geoffrey Leaf, Associate Senior Civil Designer	Included resumes for the following staff: - Robert M. Viera, PE, RPLS, Principal-in-Charge - Eugene Palacios, PE, CFM, Project Manager - Richard Correa, PE, CFM, Civil Design - Juan Pimentel, PE, Civil Support - Ernesto Flores, CFM, Civil Design - Eric Trejo, PE, SECB, Structural Support - Amy Hesselstine, PE, Environmental/Permitting	Included resumes for the following staff: - Fred L. Kurth, PE, RPLS, Project Manager/Engineer - Kelley Heller-Vela, PE, Asst. Project Manager/Engineer - Robert Tamez, RPLS, Land Surveyor - Mario Reyna, PE, Project Administrator
3.2.1 Resumes of Principals and Key Members	Listed the staff, whose resumes were provided, their roles and time commitment from each. They also includes three subcontractors.	Reiterated the roles of the two top staff of the firm, who will serve as principal and project manager.	Listed all the staff whose resumes were named above and the roles each will play, and the time commitment from each.	The roles and time assignments were provided for the seven staff whose resumes were included.	Enumerated the duties each of the staff members named above will have on the project and the time each will devote to it.
3.2.2 Project Assignments and Lines of Authority	Has office in McAllen which is 8.4 miles from the project site and 2.3 mile from STC Pecan Campus.	Located in Mission, Texas.	Stated that firm has office in McAllen.	Firm has McAllen office.	Firm has office in Edinburg.
3.2.3 Firm's proximity to South Texas College	Indicated that firm is just "entering the realm of BIM", but has been working with AutoCad 3D software since its inception.	Stated that firm has done several projects using BIM.	Indicated that they utilize AutoCad Civil 3D, which allows site information to be incorporated into the overall BIM model.	Indicated that firm has experience utilizing BIM and listed some projects where it has been used.	Indicated that they use AutoCad Civil 3D, which will allow them to implement the use of BIM.
3.2.4 Firm's Experience with BIM	Indicated "Not Applicable" on this item.	Listed three cases in which the firm is involved in litigation.	Stated that firm is not currently involved in litigation which would affect firm's ability to provide services.	Indicated that firm is not involved in litigation.	Indicated that they are not involved in any litigation.
3.2.5 Litigation	Included organization chart with staff who will be involved in project. Included the following sub-consultants: - Trinity MEP Engineering - Lighting design - Heffner Design Team - Landscape Architect - Anthony Covacevich - Accessibility Checks and Controls	Included organization chart that showed all firm staff and their roles. No sub-consultants were included.	Included organization chart with all staff that will be involved in the project and included the following subconsultants: - Cobb, Fendley & Associates, Inc. - Sub-Surface Engineering - Gignac Architects - Landscape Architecture & Irrigation - DBR Engineering - MEP Engineering - Raba Kismner, Inc. - Geotechnical Engineering	Included organization chart that showed the staff who would be involved in the project. They included the following subconsultants: - Sigma HN Engineers - MEP engineering - Terracon - Geotechnical engineering - SSP Design - Landscape architecture Firing Range	Included an organization chart that included the staff who would be involved in project. They included the following subconsultants: - DBR Consultants - MEP Engineering - SSP Design - Landscape Architect - Vernon Rosser - Consultant for Firing Range
3.3 Project Team	- La Joya ISD - La Joya High School No. 4 (\$58,000,000) - U.S. Army Corps of Engineers - Fort Bliss Multi-Purpose Range Complex (\$16,000,000) - U.S. Army Corps of Engineers - Fort Polk, Louisiana Multi-Purpose Range Complex (\$30,000,000) - Fort Bend ISD - Sugar Land Junior High School (\$1.1M) - Chambers County (TX) - Disaster Recovery for Oak Island Volunteer Fire Department (\$836,728)	- Donna ISD - Donna ISD North High School #2 (\$3.5M) - McAllen Public Utility - City of McAllen New Convention Center (\$1,426,000) - La Joya ISD - La Joya Juarez Lincoln High School No. 3 (\$57,413,000) - PSJA ISD - Football Stadium Renovations (\$1,310,066) - City of Port Isabel - Events Center (\$3,930,000)	- Alamo Colleges - Two Parking Lots at Main Campus and one Parking Lot at Southwest Campus (\$1.2M) - Alamo Colleges - Three Parking Lots (\$600,000) - Texas State University - North LBJ Street and Bus Loop Redevelopment Project - Texas A&M University System - Agronomy Road Utilities Extension (\$3.1M) - The University of Texas System - Greehey Children's Cancer Research Institute (\$36M)	- City of Bee Cave, Texas - Juniper Trace and Police Parking Improvements (\$84,633) - Kennedy County - New Law Enforcement Center (\$2.9M) - City of Pearisall - Law Enforcement Center (\$1M) - L&F Distributors - New Building Site Improvements (\$9M) - City of Corpus Christi - Americans with Disabilities Act Master Plan (\$370,710 LNV fee)	- La Joya ISD - Elementary No. 25 (\$8,446M) - La Joya ISD - FEMA Hurricane Safe Room (\$4.2M) - IDEA Public Schools - San Juan Campus Phase I (\$4.9M) - IDEA Public Schools - Edinburg Campus Phase I&II (\$5.4M) - U.S. Army Corps of Engineers - Army Reserve Center, Rio Grande City (\$4.5M)
3.3.1 Organization chart with Role of Prime Firm and consultants	- La Joya ISD - U.S. Army Corps of Engineers (two projects) - Fort Bend ISD - Chambers County, Texas	- Donna ISD - City of McAllen - La Joya ISD - PSJA ISD - City of Port Isabel	- Alamo Colleges (2 projects) - Texas A&M University System (2 projects) - The University of Texas System	- City of Bee Cave - Kennedy County - City of Pearisall - HDA Architects - City of Corpus Christi	- La Joya ISD - Edinburg Boys & Girls Club - IDEA Academy Public Schools - McAllen ISD - US Army Corps of Engineers
3.3.2 Representative Projects	Indicated that firm has more than adequate personnel from which to supplement or replace a member of the team if necessary.	Indicated their ability and willingness to expedite design services, but did not address how they would supplement production capability.	Reiterated their commitment to providing all firm resources required for the project. Indicated that they do not intend to supplement production capability.	Firm indicated its willingness to expedite design services and construction administration. It also included a description of its process to maintain work on schedule on a project.	Stated that firm never undertakes a contract without the proper resources to guarantee its absolute success. Reiterated the availability of their extensive staff resources to meet project needs and add any additional resources that may be required.
3.4 Minimum of 5 projects firm has worked on					
3.5 References					
3.5.1 References for five projects					
3.6 Project Execution					
3.6.1 Willingness and ability to expedite services. Ability to supplement production.					
Total Evaluation Points	554.99	542.43	541.19	550.2	544.85
Ranking	1	6	7	3	5

**SOUTH TEXAS COLLEGE
CIVIL ENGINEERING SERVICES - REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE
PROJECT NO. 15-16-1047**

VENDOR	Pena Engineering, LLC.	R. Gutierrez Engineering Corporation	South Texas Infrastructure Group, LLC.
ADDRESS	1001 Whitewing Ave	808 Dallas Ave	611 Bill Summers Intl Blvd
CITY/STATE/ZIP	McAllen, TX 78501	McAllen, TX 78501	McAllen, TX 78501
PHONE	956-682-8812	956-631-4482	956-424-3335
FAX	956-631-7362	956-682-1545	956-583-7116
CONTACT	Pablo Pena, III	J. David Perez	Randy Winston
3.1 Statement of Interest			
3.1.1 Statement of Interest for Project	Stated the firm's ability to bring experienced personnel to the project	Stated their interest in work for STC and cited their familiarity with the college's procedures due to previous work.	Indicated their intent to serve STC. Pointed to the firm's long experience in the Rio Grande Valley and their work on the Mid Valley Campus.
3.1.2 History and Statistics of Firm	- Established in 2010 - Two staff - an engineer and a surveyor	- Established in 1991 - Located in McAllen, TX	- Established in 1945 - Three professional engineers - 20 total staff - Has provided work for various area school districts.
3.1.3 Firm's unique qualifications and specialized design experience	Pointed out the experience of the two staff members.	Cited the principal's experience in providing services throughout the Rio Grande Valley and therefore has familiarity with its regional characteristics.	Pointed out that firm was one of the first firms established in the Rio Grande Valley and most of the Valley infrastructure was designed by them.
3.1.4 Statement of Availability and Commitment	Did not directly address question.	Indicated that STC projects would be completed within schedule. Added that current projects are 85% complete and the firm can start on the project immediately.	Stated that their goal is to provide STC with projects that can be completed in a timely manner within the available funding.
3.2 Prime Firm			
3.2.1 Resumes of Principals and Key Members	Included resumes for the following: - Pablo Pena, III, RPLS, Owner, Project Surveyor - Arturo Garcia, Jr., PE, Project Manager and Engineer	Included resumes for the following staff: - J. David Perez, PE, President - Jorge D. Perez, PE, Vice President - Rene Gonzalez, PE, Project Engineer - Pablo Soto, Jr., RPLS, Land Surveyor Engineer	Included resumes for the following staff: - Julio C. Cerda, PE, Project Manager - Victor Treviño, EIT - Ronaldo Longoria, EIT - Alfonso A. Gonzalez, PE, Project Engineer - Humberto Lopez, EIT - Cindy Meza, Project Manager
3.2.2 Project Assignments and Lines of Authority	Work is outlined for both staff named above.	Indicated time assignments on STC projects for the top three staff.	Described the roles of each of the three staff members named above. Also provided the time assignments for each.
3.2.3 Firm's proximity to South Texas College	Firm is located in McAllen.	Firm is located in Pharr.	Firm is located in Mission.
3.2.4 Firm's Experience with BIM	Did not address this question.	Indicated their familiarity with BIM through work for STC and architects. Uses AutoCad Civil 3D.	Stated that firm does not use BIM
3.2.5 Litigation	Did not address this question.	Indicated that they are not involved in any litigation.	Indicated that firm is free of pending litigation.
3.3 Project Team			
3.3.1 Organization chart with Role of Prime Firm and consultants	Included an organization chart that was very general. Firm's staff was not included and no specific consultants were named.	Included organization chart that showed team members and their roles. It included the following sub-consultants: - Sigma HN Engineers - MEP engineers - CVQ Land Surveying - Surveying - SSP Design - Landscape Design	Included organization chart that showed the following sub-consultants: - M. Garcia Engineering, LLC - Civil Engineering - Chamin Engineering, LLC - Structural - R.O.W. Surveying Services, LLC - Surveying - MEP Solutions Engineering - MEP engineering
3.4 Representative Projects			
3.4.1 Minimum of 5 projects firm has worked on	- PSJA ISD - Marcia-Garza Elementary School (\$10,212,085) - PSJA ISD - Sorensen Elementary School (\$10,727,073) - PSJA ISD - Audie Murphy Middle School (\$22,624,770) - PSJA ISD - Escalante Middle School (\$25,624,976)	- STC - Pecan Campus Infrastructure Improvements Project (\$3M) - STC - Northeast Parking Lot (\$414,913) - PSJA ISD - 320 Space Parking Lot (576,000) - STC - Nursing & Allied Health Center Plat and Parking Lot Addition (cost not indicated) - UT-Pan American - Lamar Parking Lot (cost not indicated)	- Sharyland ISD - Pioneer High School Subdivision (\$40,500,000) - Sharyland ISD - Support Services Bus and Staff Parking Lot Improvements (\$460,000) - Idea Public Schools - McAllen Subdivision (\$4,788,000) - Idea Public Schools - Weslaco Subdivision (\$8,371,000) - PSJA ISD - Palmer Elementary Subdivision (\$12,940,000)
3.5 References			
3.5.1 References for five projects	- PSJA ISD - San Jacinto Title Services - Valley Land Title - Land Title USA, Inc. - Mark Freeland Law Office - Kittleman Thomas, LLC	- ERO Architects - Boultinghouse Simpson Architects - EGV Architects - UT-Rio Grande Valley	- Mercedes ISD - Donna ISD - Idea Academy - City of La Feria - Orchard States (Sieve Lollis) - Marval Plaza (Gabriel Kamel) - Rockingham Subdivision (Charles Carter) - City of Mission - City of Edinburg
3.6 Project Execution	Did not address this question.	Indicated their understanding that project needs to be on fast-track. Indicated that additional personnel would be added as workload increases.	Did not specifically address expediting of work, but detailed the phases of work that would be followed to maintain work schedule.
3.6.1 Willingness and ability to expedite services. Ability to supplement production.			
Total Evaluation Points	507.19	548.64	521.75
Ranking	10	4	9

**SOUTH TEXAS COLLEGE
CIVIL ENGINEERING SERVICES PROJECT NO. 15-16-1047
EVALUATION FORM**

CRITERIA	Dannenbaum Engineering Company-	Hinojosa Engineering, Inc.	Intelligent Engineering Services, LLP.	LNv, Inc.	Melden & Hunt, Inc.	Pena Engineering, LLC.	Perez Consulting Engineers, LLC.	R. Gutierrez Engineering Corporation	Sigler Winston Greenwood (SWG)	South Texas Infrastructure Group, LLC.
3.1 Statement of Interest (up to 100 points)										
3.1.1 Statement of interest on projects	95	95	95	95	95	80	95	95	90	85
3.1.2 Firm History and credentials	94	90	88	91	94	75	93	93	91	85
3.1.3 Narrative describing firm's qualifications and specialized design experience	98	98	98	98	98	90	98	98	97	96
3.1.4 Availability and commitment of firm, consultants, and key professionals	100	100	95	100	100	75	100	100	100	95
	74	74	78	84	81	77	92	92	90	71
	93	89	87	91	80	86	80	95	84	73
	95	95	95	95	95	95	95	95	90	90
	91	92	89	90	88	85	92	93	89	86
	98	95	95	97	94	90	94	98	94	95
3.2 Prime Firm (up to 100 points)										
3.2.1 Experience and expertise of principles and key members, including resumes	95	95	95	95	95	90	95	95	95	95
3.2.2 Proposed project assignments, lines of authority, estimated time assignment of personnel	93	89	90	90	93	70	93	93	90	80
3.2.3 Firm's proximity of college and ability to respond to project needs	97	97	97	97	97	90	97	97	97	97
3.2.4 Firm's experience with Building Information	100	100	100	80	100	50	100	100	100	80
	86	89	93	96	96	70	95	95	95	70
	91	95	86	93	83	80	85	98	80	80
	95	95	95	95	95	93	95	95	95	95
	91	92	89	87	89	87	94	93	80	84
	92	90	95	95	92	90	95	95	92	90
3.3 Project Team (up to 100 points)										
3.3.1 Organizational chart showing, the roles of the prime firm and basic services consultants	95	90	95	95	85	95	90	90	95	90
--Name Consultant and provide brief history	93	85	92	92	94	70	94	93	85	90
--Consultant's proposed role in project	97	95	97	96	97	90	97	96	97	96
--Projects Consultant and prime firm have worked together on in last 5 years	90	50	50	40	50	80	50	50	50	40
--Statement of Consultant's availability for this project	89	91	89	97	92	79	99	88.33	70	79
	95	98	95	95	90	90	85	95	80	85
	95	90	95	95	87	92	92	90	95	87
	90	86	88	90	91	85	93	94	84	86
	95	90	95	95	95	90	95	95	92	95
3.4 Representative Projects (up to 100 points)										
3.4.1 Specific data on 5 representative projects showing similarities	95	85	85	90	90	85	90	85	85	85
--Project name and location; Project Owner and contact information; Project construction cost; Project size in gross square feet; Date project was started and completed; Professional services prime firm provided for the project; Project manager; Project architect; Project designer; Names of consultant firms and their	94	85	85	90	90	80	92	92	90	88
	97	90	90	90	94	90	95	90	90	90
	80	50	50	80	50	50	50	50	50	50
	79	85	75	79	83	64	72	74	67	63
	97	93	95	95	93	90	85	96	90	95
	95	90	90	92	92	90	92	85	87	87
	88	90	88	88	91	89	90	90	87	88
	96	95	95	96	90	90	96	95	95	95

**SOUTH TEXAS COLLEGE
CIVIL ENGINEERING SERVICES PROJECT NO. 15-16-1047
EVALUATION FORM**

CRITERIA	Dannenbaum Engineering Company-		Hinojosa Engineering, Inc.		Intelligent Engineering Services, LLP.		LNV, Inc.		Melden & Hunt, Inc.		Pena Engineering, LLC.		Perez Consulting Engineers, LLC.		R. Gutierrez Engineering Corporation		Sigler Winston Greenwood (SWG)		South Texas Infrastructure Group, LLC.												
3.5 Five References (up to 100 points)																															
3.5.1 Name Owner and Owner's Representative and phone numbers.	95	90	90	92	95	91.77	90	92.55	95	93.55	95	93.11	95	94.22	95	93.66	95	92.66	95	92.66											
	85		95		93		95		95		95		95		95		95		95		95	95	95	95	95	95	95	95	95		
	93		95		98		95		96		95		96		95		96		95		96	95	96	95	96	95	95	95	95	95	
	95		95		85		90		85		90		85		92.55		90		93.55		90	93.11	90	94.22	90	93.66	90	92.66	90	92.66	
	90		95		93		90		90		90		92		89		90		90		90	90	90	90	90	90	90	90	90	90	
	85		90		90		90		90		90		92		89		90		90		90	90	90	90	90	90	90	90	90	90	
	85		90		90		90		90		90		92		89		90		90		90	90	90	90	90	90	90	90	90	90	
	90		95		95		95		95		95		95		95		95		95		95	95	95	95	95	95	95	95	95	95	
	92		95		95		95		95		95		95		95		95		95		95	95	95	95	95	95	95	95	95	95	95
	3.6 Project Execution (up to 100 points)																														
3.6.1 Expedite design and construction administration. Production capability to meet schedule demands.	95	94.11	95	94	95	92.88	95	95	95	93.66	90	83.88	95	93.88	95	94.22	95	94.22	95	91.77											
	94		90		92		95		95		70		94		92		95		88		95	88	95	85	94.22	85	94.22	85	91.77		
	98		98		98		98		98		98		98		98		98		98		85	93.88	98	98	98	98	98	98	98	98	
	100		100		100		100		100		100		100		100		100		100		75	83.88	100	100	100	100	100	100	100	100	
	85		90		90		90		90		90		90		95		85		93.66		70	83.88	90	93.88	85	94.22	85	94.22	85	91.77	
	95		95		95		95		95		95		95		95		95		95		93	93.66	96	93.88	80	94.22	97	94.22	97	91.77	
	95		95		95		95		95		95		95		95		95		95		95	93.66	92	93.88	95	94.22	95	94.22	95	91.77	
	90		88		88		88		88		88		88		88		87		93.66		87	93.66	87	93.88	93	94.22	91	94.22	88	91.77	
	95		95		95		95		95		95		95		95		95		95		95	93.66	90	93.88	100	94.22	95	94.22	95	91.77	
	TOTAL EVALUATION POINTS		554.99		542.43		541.19		550.2		544.85		507.19		548.64		551.97		535.53		521.75										
RANKING	1		6		7		3		5		10		4		2		8		9												

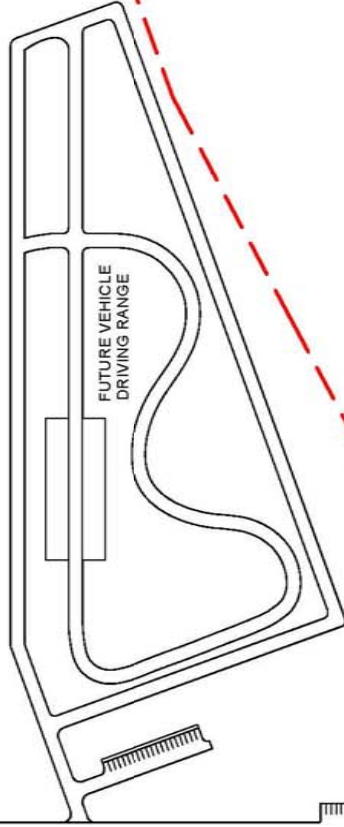
E EL RANCHO BLANCO BLVD

PSJA SOUTHWEST HIGH SCHOOL

PROPERTY LINE

106

SOUTH CAGE BLVD (281)



Review and Recommend Action on Amendment to the Agreement with EGV Architects to Increase Design Services to Include the Re-Design of Existing Buildings for the 2013 Bond Construction Workforce Expansion Projects at the Starr County and Mid Valley Campuses

Approval to amend the agreement with EGV Architects to increase design services to include the re-design of existing buildings for the 2013 Bond Construction Workforce Expansion projects at the Starr County and Mid Valley Campuses, will be requested at the January 26, 2016 Board meeting.

Purpose

Authorization is being requested to increase design services for EGV Architects to include the re-design of the restrooms and classroom entrances at the existing workforce buildings at Starr County and Mid Valley Campuses. These services will also include designing a visual connection between the new Starr County Workforce Training Building Expansion and the existing Workforce Building as requested by the Board.

Justification

Re-designing the entrances to the restrooms and classrooms at the existing workforce buildings would allow for access to these spaces from the interior of the buildings. The relocation of the entrances to the restrooms will require existing restroom fixtures to be rearranged to accommodate the new entrances. The Committee also asked that the architect design a strong aesthetic integration to tie the new Starr County Workforce Training Building Expansion and the existing Workforce Building together at the Starr County Campus.

Background

As previously authorized by the Board of Trustees, EGV Architects began working with Broaddus & Associates, Facilities Planning & Construction, and college staff to develop the schematic design for the 2013 Bond Construction Workforce Expansion projects at the Starr County and Mid Valley Campuses. On September 10, 2015, the Board approved the schematic designs of the Workforce Expansion projects but requested that EGV Architects include alternates to make the restrooms accessible from inside the buildings.

Broaddus and Associates has negotiated with EGV Architects and submitted proposals for this increased scope. EGV Architects has submitted a proposal in the amount of \$8,000 plus \$2,000 of reimbursable expenses for the Mid Valley Campus Workforce Training Center Expansion and \$13,200 plus \$4,000 of reimbursable expenses for the Starr County Campus Workforce Training Center for the increased design services.

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016.

Enclosed Documents

Enclosed are proposals and an amendment to EGV Architects current agreement.

Presenters

Representatives from Broaddus & Associates and EGV Architects will be present at the Facilities Committee meeting to respond to questions related to this recommendation.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, an amendment to the agreement with EGV Architects to increase design services to include the re-design of existing buildings for the 2013 Bond Construction Workforce Expansion projects at the Starr County and Mid Valley Campuses as presented.

**AMENDMENT 1
TO
CONTRACT AGREEMENT BETWEEN OWNER AND ARCHITECT
Dated December 15, 2015**

December 15, 2015

Advanced Copy
VIA email- edvela@flash.net

Eduardo G. Vela, AIA
EGV Architects, Inc.
220 S. Bridge St.
Hidalgo, Texas 78557

Re: Project Name: Existing Mid-Valley Workforce Training Restroom Renovations ,Starr County Campus Workforce Training Restroom Renovations and a New Connection between the Existing and New Workforce Buildings on Starr Campus
Institution: South Texas College
Project Manager: Broaddus and Associates

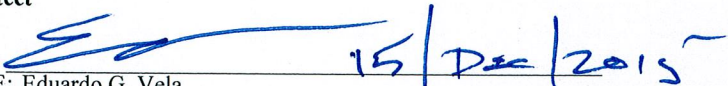
Dear Mr. Vela,

Please refer to the CONTRACT AGREEMENT BETWEEN OWNER AND ARCHITECT ("Agreement") dated March 20, 2015 between South Texas College (Owner) and EGV Architects, Inc. ("Architect"). The Agreement is hereby amended to include the following additional project scope: Existing Mid-Valley Workforce Training Restroom Renovations, Existing Starr County Campus Workforce Training Restroom Renovations and a New Connection between the Existing and New Workforce Training buildings on Starr Campus. The terms which are defined in the Agreement shall have the same meanings when used in this Amendment.

1. Page 2. - Add the following description of work under Part I - Parties. *"Provide design services for the renovation of the existing Mid-valley Workforce Training Restrooms, the existing Starr County Campus Workforce Training Restrooms and provide a visual connection between the existing workforce training building and the new workforce training building. The facility shall include the following spaces: Mens and Women's restrooms, janitors closet renovations where applicable, access to the restrooms will also be relocated and a new visual connection between the new Starr county workforce training building and the existing building.*
2. Page 16 - Reference Article 8, Compensation to the Architect, 8.1.1 ADD the following: *"Existing Mid-Valley Campus Restrooms shall be a Fixed Fee of \$8,000 with Reimbursable not to exceed \$2000. "Existing Starr Campus Restrooms shall be a Fixed Fee of \$13,200 with Reimbursable not to exceed \$4000.*
3. All other terms and conditions of the Agreement will apply to the additional project scope included herein.

If the foregoing is acceptable, please so execute by signing.

Architect

BY: 
NAME: Eduardo G. Vela
TITLE: President

South Texas College

BY: _____
NAME: Dr. Shirley Reed
TITLE: President

Accepted this _____ day of _____ 2016.



November 18, 2015 - R

Broaddus & Associates
Diana Bravo Gonzalez, AIA
1100 E. Jasmine Ave., Ste. 102
McAllen, Texas 78501

Re: Mid-Valley Campus Workforce Training Center Expansion Restroom Remodeling

Dear Mrs. Bravo Gonzalez,

We appreciate the opportunity to provide South Texas College with a fee proposal for the above mentioned project.

Included in our proposal are the following services for a flat fee of \$8,000.00.

- Structural Design
- Mechanical Plumbing and Electrical Design
- Field measuring and verification by Architect
- Field verification by MEP consultant
- Field verification by Structural consultant

Additional Services not included in the fee mentioned above are the following:

- Civil Engineering services (under separate contract)
- Reimbursable expenses not to exceed Two-Thousand Dollars (\$2,000).

Owner to provide Geotechnical Report.

Additional services will be charged at our hourly rates as follows:

Principals	\$125.00
Architects & Engineers other than Principals	\$100.00
Interns & Designers	\$ 75.00
CADD Technicians	\$ 50.00

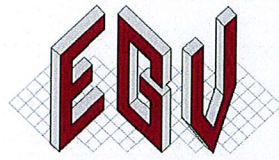
If you have any questions or comments regarding this proposal please do not hesitate to call at (956) 843-2987.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Eduardo G. Vela', is written over a horizontal blue line.

Eduardo G. Vela, AIA

P.O. Box 8627 • 220 S. Bridge St. • Hidalgo, TX 78557
Tel: (956) 843-2987 • Fax: (956) 843-9726 • E-mail: edvela@flash.net



ARCHITECTS, INC.

November 18, 2015 - R

Broaddus & Associates
Diana Bravo Gonzalez, AIA
1100 E. Jasmine Ave., Ste. 102
McAllen, Texas 78501

Re: Starr County Campus Workforce Training Center Expansion Restroom

Dear Mrs. Bravo Gonzalez,

We appreciate the opportunity to provide South Texas College with a fee proposal for the above mentioned project.

Included in our proposal are the following services for a flat fee of \$13,200.00.

- Structural Design
- Mechanical Plumbing and Electrical Design
- Field measuring and verification by Architect
- Field verification by MEP consultant
- Field verification by Structural consultant

Additional Services not included in the fee mentioned above are the following:

- Civil Engineering services (under separate contract)
- Reimbursable expenses not to exceed Four Thousand Dollars (\$4,000).

Owner to provide Geotechnical Report.

Additional services will be charged at our hourly rates as follows:

Principals	\$125.00
Architects & Engineers other than Principals	\$100.00
Interns & Designers	\$ 75.00
CADD Technicians	\$ 50.00

If you have any questions or comments regarding this proposal please do not hesitate to call at (956) 843-2987.

Respectfully,

A blue ink signature of Eduardo G. Vela, AIA, written in a cursive style.

Eduardo G. Vela, AIA

Review and Recommend Action on an Amendment to the Agreements for Additional Services with Civil Engineering Firms for Landscape and Irrigation Design Consultants for the 2013 Bond Construction Mid Valley, Technology, and Nursing and Allied Health Campuses Parking and Site Improvements

Approval to amend the agreements for additional services with civil engineering firms for landscape and irrigation design consultants for the 2013 Bond Construction Mid Valley, Technology, and Nursing and Allied Health Campuses Parking and Site Improvements will be requested at the January 26, 2016 Board meeting.

Purpose

Authorization is being requested to approve additional services with civil engineering firms for the design of landscape and irrigation at the Mid Valley, Technology, and Nursing & Allied Health Campuses for the 2013 Bond Construction program.

Justification

Landscape and irrigation is necessary to meet building codes and ordinances as required by the City.

Background

At the March 31, 2015 Board meeting, the Board approved fees for the civil engineering firms assigned to the various 2013 Bond Construction projects. Landscape and irrigation design services are not included as part of basic services and are considered additional services if needed and approved by the owner under the project engineer's contract. Additional services with civil engineering firms for landscape and irrigation is recommended for the 2013 Bond Construction Parking and Site Improvements projects at the Pecan, Mid Valley, Technology, and Nursing and Allied Health Campuses. Additional services for the remaining Bond Construction projects will be requested at a later date.

The proposed additional services fees are as follows:

Project	Engineer	Sub-Consultant's Proposed Fee	Engineer's Coordination Fee	Reimbursable Expenses	Total
Mid Valley Campus	Halff Associates	\$17,000	\$0	\$1,000	\$18,000
Technology Campus	Hinojosa Engineering	\$11,622	\$1,162.20	\$0	\$12,784.20
Nursing & Allied Health Campus	R. Gutierrez Engineering	\$7,176	\$718	\$0	\$7,894

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016.

Reviewers

The proposals have been reviewed by Broaddus and Associates and staff from the Facilities Planning and Construction department.

Enclosed Documents

Proposals from the civil engineers are enclosed.

Presenters

Representatives from Broaddus & Associates will be present at the Facilities Committee meeting to address any questions by the committee related to this recommendation.

It is requested that the Facilities Committee recommend for Board approval at the January 2016 Board meeting, an amendment to the agreements for additional services with civil engineering firms for landscape and irrigation design consultants for the 2013 Bond Construction Mid Valley, Technology, and Nursing and Allied Health Campuses Parking and Site Improvements as presented.



EXHIBIT "H"
ADDITIONAL SERVICES PROPOSAL FORM
December 11, 2015

South Texas College (STC)
 3201 W. Pecan Blvd.
 McAllen, Texas 78501

RE: Irrigation and Landscape Architecture Services for STC 2013 Bond Mid Valley Campus Site Improvements

Dear Dr. Reed:

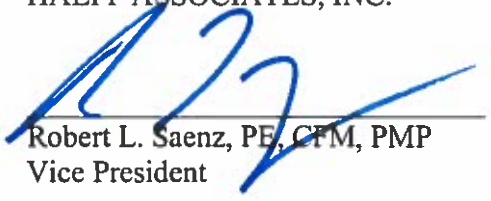
Please refer to the Agreement dated April 10, 2015 between South Texas College ("Owner") and the undersigned ("Engineer") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Engineer is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. Owner has requested the performance of the services described below which Project Engineer deems to be Additional Services:
 - A. Professional Irrigation - Scope includes Design and Construction Administration services for proposed landscape areas identified on the Schematic Site Plan that was approved by STC at the October 27, 2015 Board Meeting. Services for areas not identified on the site plan are not included in this scope, but can be provided as additional services. Design services includes preparation of irrigation plans, details, and specifications for inclusion in construction documents. Construction Administration services include those as set forth in Section 3.8 of the Owner/Engineer Agreement.
 - B. Landscape Architecture - Scope includes Design and Construction Administration services for proposed landscape areas identified on the Schematic Site Plan that was approved by STC at the October 27, 2015 Board Meeting. Services for areas not identified on the site plan are not included in this scope, but can be provided as additional services. Design services includes preparation of landscape plans, details, and specifications for inclusion in construction documents. Design scope is limited to plants (grass, shrubs, and trees) and does not include non-plant items such as site furnishings, amenities, and decorative features. Construction Administration services include those as set forth in Section 3.8 of the Owner/Engineer Agreement.
2. Project Engineer agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed Seventeen Thousand Dollars (\$17,000) and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed One Thousand Dollars (\$1000).
3. Project Engineer will perform the service described above subject to and in accordance with any schedule attached hereto, but in any event no later than thirty (30) days after Project Engineer is authorized to proceed.



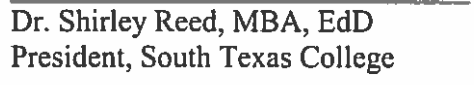
If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Project Engineer is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Respectfully,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "R. Saenz", is written over a horizontal line. Below the line, the name and title are printed.

Robert L. Saenz, PE, CFM, PMP
Vice President

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Shirley Reed", is written over a horizontal line. Below the line, the name and title are printed.

Dr. Shirley Reed, MBA, EdD
President, South Texas College

**STATEMENT OF QUALIFICATIONS
AND PROPOSAL
for
LANDSCAPE ARCHITECTURAL SERVICES
for
South Texas College, McAllen, Texas
Technology Campus Parking and Expansion**

Prepared by:

Stephen P. Walker, L.A.
Landscape Architect No. 01774
McAllen, Texas

16 November 2015

Company Profile

Name of Firm: Stephen P. Walker Architectural Landscape Services

Business Address: McAllen Office
7217 North 30th Street
McAllen, Texas 78504

Telephone Number: Office: (956) 358-6901

Stephen P. Walker Architectural Services is a collection of individuals offering multi-discipline consulting landscape architectural services capable of meeting the technological necessities of our time. As a team, we strive to serve our clients by combining the skills and talents of our professional and technical staff with proven and accepted forms of technology to meet project goals and intricacies. Our team of seasoned professionals has both the experience and innovative skills to produce technically sound practical recommendations and solutions. All of our members possess coordination, communication and technical skills so as to remain focused on our clients concerns and requirements.

Our combined staffs specialize in the disciplines of landscape architecture, project management, graphic illustration and presentation and computer networking. Our group is experienced and inventive enough to offer solutions for both small and large projects. To achieve these goals our members use Microstation V8. Our services include:

- Landscape Architecture
- Wetland Delineation and Construction documents
- Vegetation Management
- Model Delineation

Management and Staffing

Our services will be coordinated with the owner or one of your representatives. Our scope of services is defined by assessing the specific design objectives of the project. Our Project Manager assigned to the project is responsible for the aspects of the project. A principal will be assigned to provide guidance, oversight and review all tasks.

Project Personnel

Key personnel who will be assigned to this project are as follows:

Principal: Stephen P. Walker, L.A.

Task

Landscape Architectural design services for landscape and irrigation improvements for the parking and building renovation expansion at the South Texas College Technology Campus, McAllen Texas.

Scheduling

Based on the projected turn-around time of approximately two-weeks after notice to proceed, we propose the following schedule:

PROJECT PHASE I	HOURS	% OF FEE
Stage A		
<u>1. Base information / drafting</u>	<u>20</u>	<u>13 %</u>
A. Base layout and set up (1"= 30' or 1" = 20' scale)		
Stage B		
<u>1. Schematic landscape design</u>	<u>47</u>	<u>32 %</u>
A. Final Landscape design and layout.	25	
B. Draft Landscape schematic design.	12	
D. Landscape details / general notes.	10	
Stage C		
<u>1. Irrigation design</u>	<u>60</u>	<u>40 %</u>
A. Irrigation design and layout	34	
B. Irrigation details / general notes.	26	
Stage D		
<u>1. Site visit and inspection</u>	<u>22</u>	<u>15%</u>
A. Inspection of work and materials. (Estimated 6 trips to the site)	14	
B. Review of submittals and cost estimate.	8	

Hourly rate:

\$35.00 (base labor rate) x 2.6 (over head) x 1.2 (profit) = \$78 (Loaded hourly rate)

149 hours x \$78.00 = \$11,622.00

This schedule does not include the following activities;

- Topographic surveying.

**EXHIBIT "H"
ADDITIONAL SERVICES PROPOSAL FORM**

November 18, 2015

Roberto Cuellar
Project Manager
Facilities Planning & Construction
South Texas College
3200 W. Pecan Blvd, Bldg N, Ste 179
McAllen TX 78501

RE: South Texas College Nursing & Allied Health Center Expansion Project – Additional Services

Gentlemen:

Please refer to the agreement dated April 10, 2015 between South Texas College ("Owner") and the undersigned ("Project Engineer") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Project Engineer is to perform certain services. The terms which are defined in the Agreement shall have the same meaning when used in this letter.

1. Owner has requested the performance of the services described below which Project Engineer deems to be Additional Services.

Performance of additional Landscaping and Irrigation Design services for the South Texas College Nursing & Allied Health Center Expansion Project.

2. Project Engineer agrees to perform the Additional Services described above subject to and in accordance with the terms and conditions in the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed **Seven Thousand Eight Hundred Ninety Four** Dollars (**\$7,894.00**) and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Service, but for which reimbursement for expenses will not exceed **Zero** Dollars (**\$0.00**).
3. Project Engineer will perform the service in accordance with any schedule attached hereto (attached schedule if applicable), but in any event not later than Thirty (30) days after Project Engineer is authorized to proceed.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for such purpose and by inserting the date upon which the Project Engineer is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely Yours,



Ramiro Gutierrez
President
R. Gutierrez Engineering Corporation
(Project Engineer)

APPROVED BY:

Dr. Shirley Reed
President
South Texas College
(Owner)

**STATEMENT OF QUALIFICATIONS
AND PROPOSAL
for
LANDSCAPE ARCHITECTURAL SERVICES
for
Nursing and Allied Health Campus, Pharr Texas
Parking and Site Improvements (Phase I)**

Prepared by:

Stephen P. Walker, L.A.
Landscape Architect No. 01774
McAllen, Texas

31 October 2015

Company Profile

Name of Firm: Stephen P. Walker Architectural Landscape Services

Business Address: McAllen Office
7217 North 30th Street
McAllen, Texas 78504

Telephone Number: Office: (956) 358-6901

Stephen P. Walker Architectural Services is a collection of individuals offering multi-discipline consulting landscape architectural services capable of meeting the technological necessities of our time. As a team, we strive to serve our clients by combining the skills and talents of our professional and technical staff with proven and accepted forms of technology to meet project goals and intricacies. Our team of seasoned professionals has both the experience and innovative skills to produce technically sound practical recommendations and solutions. All of our members possess coordination, communication and technical skills so as to remain focused on our clients concerns and requirements.

Our combined staffs specialize in the disciplines of landscape architecture, project management, graphic illustration and presentation and computer networking. Our group is experienced and inventive enough to offer solutions for both small and large projects. To achieve these goals our members use Micro-station V8. Our services include:

- **Landscape Architecture**
- **Wetland Delineation and Construction documents**
- **Vegetation Management**
- **Model Delineation**

Management and Staffing

Our services will be coordinated with the owner or one of your representatives. Our scope of services is defined by assessing the specific design objectives of the project. Our Project Manager assigned to the project is responsible for the aspects of the project. A principal will be assigned to provide guidance, oversight and review all tasks.

Project Personnel

Key personnel who will be assigned to this project are as follows:

Principal: Stephen P. Walker, L.A.

Task

Landscape Architectural design services for landscape and irrigation improvements at the Nursing and Allied Health Campus in Pharr Texas (phase I).

Scheduling

Based on the projected turn-around time of approximately two-weeks after notice to proceed, we propose the following schedule:

PROJECT PHASE I	HOURS	% OF FEE
Stage A		
1. Base information coordination / drafting	6	8 %
A. Base layout and set up (1"= 30' or 1" = 20' scale)		
Stage B		
1. Schematic landscape design	29	38 %
A. Final Landscape design and layout.	8	
B. Draft Landscape schematic design.	13	
D. Landscape details / general notes.	8	
Stage C		
1. Irrigation design	22	28 %
A Irrigation design and layout	16	
B. Irrigation details / general notes.	6	
Stage D		
1.Site visit and inspection	20	26%
A. Inspection of work and materials. (Estimated 6 trips to the site)	12	
B. Review of submittals and cost estimate.	8	
Additional hours for sight plan design options A,B and C.	15	

Hourly rate:

\$35.00 (base labor rate) x 2.6 (over head) x 1.2 (profit) = \$78 (Loaded hourly rate)

77 hours x \$78.00 = \$6,006.00

15 additional hours for design options = \$1,170.00

Total adjusted fee = \$7,176.00

This schedule does not include the following activities;

- Topographic surveying.

Review and Recommend Action to Award Proposal for Owner Procurement of Thermal Energy Plant Chillers for the 2013 Bond Construction Program

Approval to award proposals for owner procurement of thermal energy plant chillers for the 2013 Bond Construction program will be requested at the January 26, 2016 Board meeting.

Purpose

Authorization is being requested to award proposals for the procurement of thermal energy plant chillers for the Pecan, Mid Valley, Nursing and Allied Health, and Starr County Campuses for the 2013 Bond Construction program.

Justification

In addition to the standardization of having one chiller manufacturer, the consolidation of all required chillers will provide South Texas College considerable savings as part of volume procurement. This procurement will allow the College to identify the best value respondent based on criteria established within the Request for Proposals. The selection will be based on: 1.) Cost, 2.) Energy Efficiency, 3.) Service Commitment, 4.) Delivery Capability, 5.) Warranty, 6.) Refrigerant Life Cycle, and 7.) References.

Background

On October 27, 2015, the Board authorized to solicit Request for Proposals for Owner Procurement of Thermal Energy Plant Chillers for the 2013 Bond Construction program. It was determined that each campus required the number of chillers as listed below:

- Pecan Campus – 2 chillers
- Mid Valley Campus – 3 chillers
- Nursing and Allied Health Campus – 2 chillers
- Starr County Campus – 3 chillers

Solicitation for Request for Proposals for these services began on November 30, 2015. A total of four (4) firms received a copy of the RFP and a total of three (3) firms submitted their responses on January 5, 2016.

Timeline for Solicitation for Request for Proposals	
November 30, 2015	Solicitation for Request for Proposals began.
January 5, 2016	Three (3) proposals were received. (two (2) proposals were evaluated – see attached)

Based on the evaluations, the highest ranked firm is Johnson Controls, Inc. in the amount of \$2,209,711.01.

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016.

Reviewers

The proposals have been reviewed by staff from Broaddus and Associates, Halff Associates, Sigma HN Engineers, DBR Engineering, Facilities Planning and Construction, Operations and Maintenance, and Purchasing departments.

Enclosed Documents

Enclosed are the summaries of scoring and ranking for review by the Facilities Committee.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, to award proposals for owner procurement of thermal energy plant chillers for the 2013 Bond Construction program to Johnson Controls, Inc. in the amount of \$2,209,711.01 as presented.

**SOUTH TEXAS COLLEGE
PURCHASE OF THERMAL ENERGY PLANT CHILLERS
PROJECT NO. 15-16-1043**

VENDOR		Johnson Controls, Inc.	Perry Mechanical Systems		Trane			
ADDRESS		2209 N Padre Island Dr Ste F	P O Box 18757		9535 Ball St Ste 1100			
CITY/STATE/ZIP		Corpus Christi, TX 78408	Corpus Christi, TX 78480		San Antonio, TX 78217			
PHONE		866-680-8101	361-949-4980		210-516-1736			
FAX		361-289-9685	361-949-4981		210-657-1761			
CONTACT		David Whitley	Brennan Vierra		Adam Burroughs			
#	Qty	Description	Unit Price	Extension	Unit Price per Ton	Unit Price	Extension	Unit Price per Ton
High Efficiency Pricing								
1	3	Mid Valley Campus (600 Ton Chiller)	\$234,600.00	\$703,800.00	\$391.00	\$253,127.00	\$759,381.00	\$422.00
	3	Delivery Charges	\$3,466.67	\$10,400.01	\$5.78	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$238,066.67	\$714,200.01	\$396.78	\$253,127.00	\$759,381.00	\$422.00
2	3	Starr County Campus (500 Ton Chiller)	\$184,267.00	\$552,801.00	\$368.53	\$208,961.00	\$626,883.00	\$418.00
	3	Delivery Charges	\$3,700.00	\$11,100.00	\$7.40	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$187,967.00	\$563,901.00	\$375.93	\$208,961.00	\$626,883.00	\$418.00
3	2	Pecan Campus (940 Ton Chiller)	\$271,900.00	\$543,800.00	\$289.25	\$263,078.00	\$526,156.00	\$280.00
	2	Delivery Charges	\$4,820.00	\$9,640.00	\$5.13	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$276,720.00	\$553,440.00	\$294.38	\$263,078.00	\$526,156.00	\$280.00
4	2	Nursing and Allied Health Campus (500 Ton Chiller)	\$184,265.00	\$368,530.00	\$368.53	\$208,961.00	\$417,922.00	\$418.00
	2	Delivery Charges	\$4,820.00	\$9,640.00	\$5.13	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$189,085.00	\$378,170.00	\$373.66	\$208,961.00	\$417,922.00	\$418.00
		Total High Efficiency Amount		\$2,209,711.01			\$2,330,342.00	
Standard Efficiency Pricing								
1	3	Mid Valley Campus (600 Ton Chiller)	\$212,900.00	\$638,700.00	\$354.00	\$231,229.00	\$693,687.00	\$386.00
	3	Delivery Charges	\$3,466.67	\$10,400.01	\$5.78	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$216,366.67	\$649,100.01	\$359.78	\$231,229.00	\$693,687.00	\$386.00
2	3	Starr County Campus (500 Ton Chiller)	\$176,434.00	\$529,302.00	\$353.00	\$162,440.00	\$487,320.00	\$325.00
	3	Delivery Charges	\$3,700.00	\$11,100.00	\$7.40	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$180,134.00	\$540,402.00	\$360.40	\$162,440.00	\$487,320.00	\$325.00
3	2	Pecan Campus (940 Ton Chiller)	\$262,750.00	\$525,500.00	\$279.52	\$238,377.00	\$476,754.00	\$254.00
	2	Delivery Charges	\$4,820.00	\$9,640.00	\$5.13	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$267,570.00	\$535,140.00	\$284.65	\$238,377.00	\$476,754.00	\$254.00
4	2	Nursing and Allied Health Campus (500 Ton Chiller)	\$176,500.00	\$353,000.00	\$353.00	\$162,440.00	\$324,880.00	\$325.00
	2	Delivery Charges	\$4,820.00	\$9,640.00	\$5.13	\$0.00	\$0.00	\$0.00
		Campus Sub-Total	\$181,320.00	\$362,640.00	\$358.13	\$162,440.00	\$324,880.00	\$325.00
		Total Standard Efficiency Amount		\$2,087,282.01			\$1,982,641.00	
TOTAL EVALUATION POINTS			93.29		89.6		****	
RANKING			1		2		****	

****Proposal did not include the high efficiency pricing which the College has selected therefore not evaluated.

Review and Recommend Action on Contracting Insurance Agent Services to establish an Owner-Controlled Insurance Program for the 2013 Bond Construction Program

Approval to award proposals for insurance agent services to establish an Owner-Controlled insurance program for the 2013 Bond Construction program will be requested at the January 26, 2016 Board meeting.

Purpose

Authorization is being requested to award proposals for the procurement of insurance agent services to establish an Owner-Controlled insurance program for the 2013 Bond Construction program.

Justification

At the December 15, 2015 Board meeting, the benefits of using an Owner-Controlled insurance program for the 2013 Bond Construction program was presented and the use of this program was approved.

Background

Solicitation for Request for Proposals for these services began on December 21, 2015. A total of eleven (11) firms received a copy of the RFP and a total of two (2) firms submitted their responses on January 5, 2016.

Timeline for Solicitation for Request for Proposals	
December 21, 2015.	Solicitation for Request for Proposals began.
January 5, 2016	Two (2) proposals were received.

Based on the evaluations, the highest ranked firm is Carlisle Insurance Agency, Inc. The exact cost will be determined once all Guaranteed Maximum Prices (GMP's) are received from the Construction Manager-at-Risk. The cost range provided by the insurance agent is within the range of \$67,500 to \$97,500 which is covered by the selected insurance carriers.

Funding Source

Funds for these expenditures are budgeted in the bond construction budget for FY 2015-2016.

Reviewers

The proposals have been reviewed by Broaddus and Associates, Risk Management Consultant, and staff from the Facilities Planning and Construction, Operations and Maintenance, and Purchasing departments.

Enclosed Documents

The evaluation team including college staff and Broaddus and Associates prepared the enclosed summary of scoring and ranking for review by the Facilities Committee.

It is requested that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, to award proposals for insurance agent services to Carlisle Insurance Agency, Inc. to establish an Owner-Controlled insurance program for the 2013 Bond Construction as presented.

**SOUTH TEXAS COLLEGE
INSURANCE AGENT AND ADMINISTRATION SERVICES FOR OWNER CONTROLLED INSURANCE
PROGRAM**

VENDOR	Carlisle Insurance Agency, Inc.	Montalvo Insurance Agency
ADDRESS	611 S 14th St #100	208 S Texas Blvd
CITY/STATE/ZIP	Kingsville, TX 78363	Weslaco, TX 78599
PHONE	361-595-5611	956-968-5521
FAX	361-595-5815	956-969-9198
CONTACT	Chase Carlisle	Ramon Montalvo III
#	Description	Proposed
1	Price Proposal	<p>We would expect the insurance companies/carrier to compensate our agency for placement of coverage utilizing industry norm for these policies. The norm is generally 10% of policy premium. Based on the estimated costs for this program outlined above, we estimate the agency compensation, from the insurance company, to be between \$67,500 and \$97,500. There would be no additional fees or charges due from STC or any other related party to the OCIP program to our agency. The ultimate benefit from the OCIP program will be terms, conditions and pricing of the OCIP product. With Carlisle and CRC's expertise in placing OCIP programs for public entities, STC will enjoy these benefits.</p> <p>Primary Coverage: The rates for primary coverage are per thousand of the cost of the project. They can average between \$3.00 to \$7.00 per thousand depending on the limits, duration, exposure, type of construction, etc.</p> <p>Excess Coverage: The rate for the first 5 million is usually 65% of the primary premium. Then reduced to 10% - 15% per million thereafter.</p> <p>Builders Risk: The annual rates are as low as .10 depending on the construction type, location, etc.</p> <p>Wrap Up Administration: The rates vary but the average is approximately \$30,000 for the duration of the project with additional fees that may be incurred for specific addendums and/or other.</p>
2	Years in Business	90 years
3	Employees	70
4	Past or Pending Litigation	None
5	Experience with OCIP	Indicated that in 2015, Managing General Agent (CRC) will place 180 policies with \$100 million in premiums. Organized OCIP program for Edinburg CISD in 2010.
6	OCIP projects by Managing General Agent	<ul style="list-style-type: none"> - Los Angeles World Airports - Port of Oakland - Port of Seattle - California Public University System - Los Angeles Unified School District - Edinburg CISD <p>OCIP administrator they are partnering with has worked with City of Weslaco. No other projects listed.</p>
7	Insurance coverages available	General Liability and Excess Liability only
8	Companies to be approached for premium quotations	Named 26 companies
TOTAL EVALUATION POINTS		94.15
RANKING		1
		85.98
		2

**SOUTH TEXAS COLLEGE
INSURANCE AGENT AND ADMINISTRATION SERVICES FOR
OWNER CONTROLLED INSURANCE PROGRAM
PROJECT NO. 15-16-1048
EVALUATION FORM**

VENDOR		Carlisle Insurance Agency, Inc.		Montalvo Insurance Agency	
ADDRESS		611 S 14th St #100		208 S Texas Blvd	
CITY/STATE/ZIP		Kingsville, TX 78363		Weslaco, TX 78599	
PHONE		361-595-5611		956-968-5521	
FAX		361-595-5815		956-969-9198	
CONTACT		Chase Carlisle		Ramon Montalvo III	
1	The purchase price. (up to 45 points)	43	44.66	41	42.33
		45		43	
		45		43	
		45		43	
		45		42	
		45		42	
2	The reputation of the vendor and of the vendor's goods or services. (up to 15 points)	13	14	12	12.66
		14		12	
		14		14	
		14		13	
		14		12	
		15		13	
3	The quality of the vendor's good or services. (up to 16 points)	14	14.83	12	13.16
		16		12	
		14		16	
		15		15	
		15		12	
		15		12	
4	The extent to which the vendor's goods or services meet the college's needs. (up to 20 points)	19	18.66	17	14.83
		20		14	
		17		11	
		19		16	
		18		16	
		19		15	
5	The vendor's past relationship with the College. (up to 3 points)	2	2	3	3
		2		3	
		2		3	
		2		3	
		2		3	
		2		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Business. (up to 1 point)	0	0	0	0
		0		0	
		0		0	
		0		0	
		0		0	
		0		0	
TOTAL EVALUATION POINTS		94.15		85.98	
RANKING		1		2	

Review and Update of Exterior Lighting at South Texas College Campuses

As a response to an incident reported by a student, that occurred at the Pecan Campus on December 2, 2015, the College staff conducted a physical walk-through of each South Texas College campus to assess exterior lighting to strengthen procedures in place, as applicable. An update regarding associated actions and proposed future measures will be presented at the January 12, 2016 Facilities Committee meeting.

The students' safety is of the utmost importance and a top priority for the College. Proper outdoor lighting contributes to safety in parking lots and around buildings and enhances the surveillance camera video quality that assists the Department of Public Safety (formerly Police Department) in day-to-day monitoring of activities and in conducting investigations of specific incidents.

Staff from the Department of Public Safety, Facilities Operations and Maintenance Department, and the Facilities Planning and Construction Department, conducted a physical walk-through of each South Texas College campus, assessed the exterior lighting conditions, and took the following actions:

- Replaced burned out light bulbs.
- Ordered additional building wall packs primarily to place on portable buildings
- Ensured all exterior light systems are programmed considering the seasoned time of the year.
- Ensured that monthly preventive maintenance inspections be continued by the Facilities Operations and Maintenance Department at all campuses.
- Identified areas requiring continuous or periodic attention and prepared an action plan to address each area identified.
- Identified areas where exterior lighting may be negatively affected during the bond program construction and identified possible measures such as temporary lights, to mitigate impact. These areas will be fenced off as construction sites once construction commences.

In addition, staff is proposing the following future measures:

- Continue the upgrade to energy efficient light-emitting diode (LED) bulbs at all campuses. LED bulbs use less power (watts) relative to the amount of light generated (lumens) and also help to reduce greenhouse gas emissions by saving energy. The College will experience cost savings and maintenance costs will be lowered due to the LEDs longer expected life. LED lighting has been installed at the following locations:
 - Starr Campus Parking Lot 1
 - Starr Campus East and South Loop
 - Pecan Plaza Parking Lot
- Secure an engineer to conduct a new exterior light study. This study will implement the foot candle standard. Foot-candle is the United States unit of measurement on how much light is emitted from a light source. A limited exterior lighting study was last conducted in December 2007.

Mary Elizondo and Rick de la Garza will be present to respond to questions and address concerns of the committee.

No action is required from the committee. This item is presented for information and feedback to staff.

Review and Recommend Action on Substantial or Final Completion for the Following Non-Bond Construction Projects

Approval of substantial or final completion for the following non-bond construction projects will be requested at the January 26, 2016 Board Meeting:

	Projects	Substantial Completion	Final Completion	Documents Attached
1.	Technology Campus West Academic Building Re-Roofing Architect: Amtech Building Sciences, Inc. Contractor: Rio Roofing, Inc.	Recommended	Estimated February 2016	Substantial Completion
2.	Pecan Campus Relocation of Electrical Power Lines Engineer: Sigma HN Engineers Contractor: Metro Electric	Recommended	Estimated February 2016	Substantial Completion
3.	Pecan Campus Sports Field Lighting Engineer: DBR Engineering Contractor: Zitro Electric, LLC	Recommended	Estimated February 2016	Substantial Completion
4.	Pecan Plaza Asphalt Resurfacing along Alley Side of Building B Engineer: Half Associates Contractor: 5 Star Construction	Approved December 2015	Recommended	Final Completion Letter

1. Technology Campus West Academic Building Re-Roofing

It is recommended that substantial completion for this project with Rio Roofing, Inc. be approved.

Amtech Building Sciences, Inc. and college staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on December 14, 2015. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is enclosed.

Contractor Rio Roofing, Inc. will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2016 Board meeting.

2. Pecan Campus Relocation of Electrical Power Lines

It is recommended that substantial completion for this project with Metro Electric be approved.

Sigma HN Engineers and college staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on January 4, 2016. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is enclosed.

Contractor Metro Electric will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2016 Board meeting.

3. Pecan Campus Sports Field Lighting

It is recommended that substantial completion for this project with Zitro Electric, LLC be approved.

DBR Engineering and college staff visited the site and developed a construction punch list. As a result of this site visit and observation of the completed work, a Certificate of Substantial Completion for the project was certified on December 9, 2015. Substantial Completion was accomplished within the time allowed in the Owner/Contractor agreement for this project. A copy of the Substantial Completion Certificate is enclosed.

Contractor Zitro Electric, LLC will continue working on the punch list items identified and will have thirty (30) days to complete before final completion can be recommended for approval. It is anticipated that final acceptance of this project will be recommended for approval at the February 2016 Board meeting.

4. Pecan Plaza Asphalt Resurfacing along Alley Side of Building B

It is recommended that final completion and release of final payment for this project with 5 Star Construction be approved.

Final Completion including punch list items were accomplished as required in the Owner/Contractor agreement for this project. It is recommended that final completion and release of final payment for this project with 5 Star Construction be approved. The original cost approved for this project was in the amount of \$115,000.

The following chart summarizes the above information:

Construction Budget	Approved Proposal Amount	Net Total Change Orders	Final Project Cost	Previous Amount Paid	Remaining Balance
\$75,000	\$115,000	\$3,140	\$118,140	\$112,233	\$5,907

On January 4, 2016, STC Planning & Construction Department staff along with Halff Associates inspected the site to confirm that all punch list items were completed. Enclosed is a certificate of construction completion from Halff Associates acknowledging all work is complete and recommending release of final payment to 5 Star Construction in the amount of \$5,907.

It is recommended that the Facilities Committee recommend for Board approval at the January 26, 2016 Board meeting, substantial or final completion of the projects as presented.

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Techology Campus Building B Re-Roofing	PROJECT NUMBER: 14-010/ CONTRACT FOR: General Construction CONTRACT DATE: April 13, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> FILE: <input checked="" type="checkbox"/>
TO OWNER: <i>(Name and address)</i> South Texas College 3201 W. Pecan Blvd. McAllen, Texas 78501	TO CONTRACTOR: <i>(Name and address)</i> Rio Roofing, Inc. 310 Hanmore Industrial Parkway Harlingen, Texas 78550	

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Techology Campus Building B Re-Roofing

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

No warranties shall commence before December 14, 2015. Should any Manufacturer's and/or Installer's Warranties list a commencement date before December 14, 2015, they shall be revised to reflect December 14, 2015 as the warranty commencement date.

Michael D. Hovar, AIA, RRO, LEED AP

ARCHITECT



BY

December 14, 2015

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$9,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Twenty (20) days from the above date of Substantial Completion.

Tom Gonzalez, Vice President
Rio Roofing, Inc.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

South Texas College

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Contractor accepts responsibility for the safety of the building occupants and passers-by while undertaking the corrective measures outlined in the punch-list. The Owner accepts responsibility for insurance, maintenance, utilities and damages to the work - other than damage caused by the Contractor, while in the process of undertaking the corrective measures - as the date of Substantial Completion.

AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)
 South Texas College
 Pecan Campus Relocation of
 Electrical Power Lines
 3201 West Pecan Blvd.
 McAllen, Texas 78501

PROJECT NUMBER: 15004/

CONTRACT FOR: Electrical Contractor
CONTRACT DATE: September 02, 2015

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO OWNER:

(Name and address)
 South Texas College
 3201 West Pecan Blvd., Bldg. N,
 Ste. 179
 McAllen, Texas 78501

TO CONTRACTOR:

(Name and address)
 Metro Electric, Inc.
 1901 Industrial Drive
 McAllen, Texas 78504

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All work relating to installing:

1. The primary infrastructure to relocate the existing overhead primary power line to underground.
2. The secondary service and respective metering to buildings A and D.
3. The secondary service and respective metering to Portable buildings 1 and 9.
4. Cutting & patching to existing sidewalks in order to allow for installation of secondary service.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

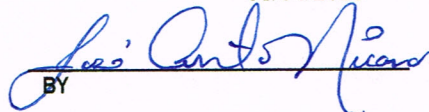
1-year

Date of Commencement

01/04/2016

Sigma HN Engineers

ARCHITECT


 BY

01/04/2016

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$10,515.35

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Metro Electric, Inc

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

South Texas College

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Owner shall assume these responsibilities as of date of substantial completion



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
 South Texas College - Pecan Campus -
 Health/Kinesiology Sports Field
 Lighting

PROJECT NUMBER: 158001.000/
CONTRACT FOR: General Construction
CONTRACT DATE: July 7, 2015

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
 South Texas College
 3201 W. Pecan Blvd.,
 McAllen, TX 78501

TO CONTRACTOR:
(Name and address)
 Zitro Electric
 604 Palmview Drive
 Palmview, TX 78574

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Sports Field Lighting for multi purpose fields.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement
 December 9, 2015

Edward Puentes
 Partner | Operations Manager
 DBR Engineering Consultants, Inc.

Edward Puentes

Dec 9, 2015

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$2,000

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Juan Ortiz
 President
 Zitro Electric

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

Dr. Shirley Reed
President
South Texas College

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



January 4, 2016
AVO 30704 WO01

South Texas College
3200 W. Pecan Blvd., Building N, Suite 179
McAllen, Texas 78501

Attn: Ricardo de la Garza, Associate, AIA
STC Facilities Planning and Construction

Re: Letter of Final Acceptance Recommendation for
STC Pecan Plaza Asphalt Resurfacing (RFP No. 14-15-1057)

Dear Mr. de la Garza:

This letter is to serve as written notice that 5 Star Construction has completed the majority of the punch list items established at Substantial Completion dated November 3, 2015. At this time, we recommend final approval and acceptance pending the following items:

1. Final verification of magnetic locks and card readers at exterior chain link fence gates. As directed by STC, this item will be treated as a warranty item.
2. As discussed at site walk through on 1-4-16: (a) maintenance is required for west card reader exterior conduit to secure anchor to building, (b) additional strap is required along exterior conduit above east card reader.

If you have any questions, please feel free to contact our office.

Respectfully,
HALFF ASSOCIATES, INC.



Benjamin E. Macias, PE
Project Manager

Copy: File

Update on Status of Non-Bond Construction Projects

The Facilities Planning and Construction staff prepared the attached design and construction update. This update summarizes the status of each capital improvement project currently in progress. Mary Elizondo and Rick de la Garza will be present to respond to questions and address concerns of the committee.

CONSTRUCTION PROJECTS PROGRESS REPORT - December 15, 2015

Project number	PROJECT DESCRIPTION	Project Development			Design Phase			Solicitation of Proposals			Construction Phase					Project Manager	Architect/Engineer	Contractor	
		Project Development	Contract Negotiations	Concept Development	Schematic Approval	30%	60%	95%	100%	Solicit of Proposals	Approve Contractor	Construction Start	30%	50%	75%				95% Substantial Comp
Pecan Campus and Pecan Plaza																			
15-1-002a	Pecan - Covered Area for Ceramic Arts Kilns																Robert	EGV Architects	Holchmont Ltd.
15-1-002b	Pecan - Interior Renovation for Ceramic Arts																Robert	EGV Architects	Heirton
15-1-006	Pecan - Library Study Rooms Additions																Robert	Broulghouse Simpson Gales Architects	TBD
15-1-007	Pecan - Student Activities Sports Field Lighting																Robert	DBR Engineering	Zifro Electric
15-1-002	Pecan - Infrastructure for Relocation of Portable Buildings																Victor	Melden & Hunt	Celso Construction
15-1-003	Pecan - Relocation of Electrical Power Lines																Robert	Sigma Engineering	Meiro Electric
15-1-007	Pecan - Building K Enrollment Center																Victor	Broulghouse Simpson Gales Architects	TBD
15-1-000	Pecan - AECHS Service Drive and Sidewalk																John	R. Gutierrez Engineering	Roth Excavation
15-1-001	Pecan - Resurfacing East Loop Road and Entrance (RR)																Victor	TBD	TBD
16-1-001	Pecan - Removal of Existing Trees																Robert	TBD	Maldonado Nursery
16-1-001	Pecan - Building A Sign Replacement (RR)																Robert	Public Relations	
16-1-002	Pecan - Upgrade Fence Along 31st Street (RR)																Victor		
15-1-003	Pecan Plaza - Emergency Generator and Wiring																Rick	TBD	
15-1-004	Pecan Plaza - Resurfacing Back Side of Building B (RR)																Victor	Half Associates	5 Star Construction
16-1-006	Pecan Plaza - Parking Area for Police Vehicles																Victor	R. Gutierrez Engineering	TBD
Mid Valley Campus																			
16-2-007	MV - Childcare Center Play Ground Flooring (RR)																Victor	N/A	Park Place Recreational
16-2-011	MV - Building H Data Cabling Infrastructure (RR)																Robert	N/A	DIR/BridgeNet
Technology Campus																			
15-3-004	TC - Building B Doors and Frame Replacement																Robert	ROFA	TBD
15-3-006	TC - GM Car Storage Area Upgrade																Robert	TBD	TBD
15-3-004	TC - Workforce Building Conference Room																Robert	ROFA	TBD
13-3-002	TC - West Academic Building Re-Roofing (RR)																Robert	Amtech Building Sciences	Rto Roofing
14-3-0004	TC - Cooling Tower Replacement (RR)																Rick	Half Associates	Pro Tech
15-3-003	TC - Repair Concrete Floor Mechanical Room (RR)																Robert	CLH Engineering	TBD
16-2-012	TC - Building B Flooring Replacement (RR)																		
Nursing and Allied Health Campus																			
14-4-004	NAH - Irrigation System Upgrade (RR)																John	SSP Design	Southern Landscapes
16-4-004	NAH - Thermal Plant																Robert	Half Associates	
16-4-006	NAH - Resurface Parking Lot #2 (RR)																John	TBD	
Starr County Campus																			
15-5-005	Starr - Building E & J Crisis Mgt Center Generator																		
District Wide Improvements																			
14-6-010	DW - Building to Building ADA Compliance Ph II																Robert	Dannenbaum Engineering	TBD
14-6-002	DW - Lighting Upgrades for Parking Lots (RR)																Robert	DBR Engineering	Meiro Electric
15-6-001	DW - Outdoor Furniture																Rick	N/A	
15-6-002	DW - Directional Signage																Victor	N/A	TBD
16-6-021	DW - Air Handler Blower Wheels (RR)																Rick	N/A	TBD

For FY 2015-2016, 27 non-bond projects are currently in progress, 6 have been completed and 40 pending start up - 73 Total

Status of Non-Bond Construction Projects in Progress January 2016

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Pecan Campus							
Covered Area for Ceramic Arts Kilns	75%	January 2016	1. Construction Phase 2. Construction in progress	\$325,000	\$340,602.50	\$223,107.14	\$117,495.36
Interior Renovation for Ceramic Arts	100%	November 2015	1. Construction Phase 2. Construction Complete	\$325,000	\$109,209	\$109,209	\$0
Library Additional Study Rooms	15%	June 2015	1. Design Phase 2. Design on hold	\$54,000	TBD	\$0	TBD
Sports Fields Lighting	95%	December 2015	1. Construction Phase 2. Substantial Completion	\$200,000	\$228,000	\$214,678.63	\$13,321.37
Infrastructure for Relocation of Portable Buildings	75%	January 2016	1. Construction Phase 2. Construction in progress	\$350,000	\$469,219.21	\$214,541.87	\$254,677.34
Relocation of Electrical Power Lines	95%	December 2015	1. Construction Phase 2. Substantial Completion	\$220,000	\$212,353.65	\$169,645.32	\$42,707.73
Student Services Building K Enrollment Center	30%	October 2015	3. Design Development Phase 3. Design in progress	\$37,000	\$37,000	\$32,010	\$4,990
AECHS Service Drive and Sidewalk Relocation	100%	August 2015	1. Construction Phase 2. Construction Complete	\$60,000	\$49,472	\$49,472	\$0
Resurfacing East Loop Road and Entrance	5%	February 2016	1. Design Phase 2. Contract Negotiations	\$8,000	TBD	\$0	TBD
Removal of Trees for Bond Construction	100%	January 2016	3. Construction Phase 4. Construction Complete	\$21,000	\$7,150	\$7,150	\$0

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
Building A Sign Replacement	0%	February 2016	1. Project Development 2. Design in progress	\$10,000	TBD	\$0	TBD
Upgrade Fence Along 31 st Street	100%	January 2016	1. Design Phase 2. Design in Progress	N/A	N/A	N/A	N/A
Pecan Plaza Police Department Emergency Generator	0%	May 2016	3. Project Development 4. Work in progress	\$400,000	TBD	\$0	TBD
Pecan Plaza Asphalt Resurfacing on Alley Side	100%	November 2015	1. Construction Phase 2. Final Completion	\$75,000	\$118,140	\$112,233	\$5,907
Pecan Plaza Parking Area for Police Vehicles	10%	May 2016	1. Design Phase 2. Contract Negotiations	\$250,000	TBD	\$0	TBD
Mid Valley Campus							
Childcare Center Play Ground Flooring	100%	December 2015	1. Construction Phase 2. Construction Complete	\$31,000	\$29,690.00	\$29,690.00	\$0
Building H Data Cabling Infrastructure	5%	March 2016	1. Construction Phase 2. Construction Start	\$43,500	\$42,811.75	\$0	\$42,811.75
Technology Campus							
GM Car Storage Area Upgrade	5%	February 2016	1. Design Phase 2. Contract Negotiations	\$11,250	TBD	\$0	TBD
West Academic Building Re-roofing	95%	January 2016	1. Construction Phase 2. Substantial Completion	\$1,698,900	\$1,296,000	\$1,147,220	\$148,780

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
HVAC Cooling Tower Replacement	95%	January 2015	1. Construction Phase 2. Construction in progress	\$415,000	\$396,000	\$361,000	\$35,000
Building B Main Door and Frame Replacement	20%	March 2016	1. Design Phase 2. Design in progress	\$7,500	\$3,750	\$0	\$3,750
Building C Conference Room Addition	20%	March 2016	1. Design Phase 2. Design in progress	\$9,600	\$4,500	\$0	\$4,500
Repair Concrete Floor Mechanical Room	25%	February 2016	1. Design Phase 2. Contract Negotiations	\$5,000	TBD	\$0	TBD
Building B Flooring Replacement	5%	June 2016	1. Construction Phase 2. Construction in progress	\$44,200	\$53,114.15	\$0	\$23,867.12
Nursing and Allied Health Campus							
Irrigation System upgrades	100%	October 2015	1. Construction Phase 2. Construction Complete	\$30,000	\$37,767	\$37,767	\$0
Thermal Plant	10%	March 2016	1. Design Phase 2. Contract Negotiations	\$2,650,000	TBD	\$0	TBD
Resurface Parking Lot 2	5%	March 2016	1. Design Phase 2. Contract Negotiations	\$25,000	TBD	\$0	TBD
Starr County Campus							
Bldg E & J Crisis Management Center with Generator	0%	March 2016	1. Project Development 2. Work in progress	\$400,000	TBD	\$0	\$400,000

Project	% Complete	Date to Complete	Current Activity	Budget	Contract Amount	Amount Paid	Balance
District Wide							
Building to Building ADA Accessibility Improvements Phase II	10%	October 2016	1. Construction Phase 2. Construction Start	\$400,000	TBD	\$0	TBD
Parking Lots Lighting Upgrades to LED	100%	August 2015	1. Construction Phase 2. Construction Complete	\$100,000	\$50,691	\$50,691	\$0
Directional Signage Updates	10%	December 2015	1. Project Development 2. Work in progress	\$50,000	TBD	\$0	TBD
Outdoor Furniture	50%	November 2015	1. Construction Phase 2. Material delivered	\$25,000	TBD	\$0	TBD
Air Handler Blower Wheels	0%	June 2016	1. Construction Phase 2. Construction Start	\$50,000	\$14,249.13	\$0	\$14,249.13
For FY 2014-2015, 27 non-bond projects are currently in progress, 6 have been completed and 40 pending startup - 73 Total							