



CITY COUNCIL AGENDA

Tuesday, June 10, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 10, 2014, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate."

Please, no talking during the meeting, take any conversations outside, so others can hear.

Thank You!

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Disposition of Minutes

2. Approval of Minutes of the Regular Meeting of May 27, 2014 4-9 Davis

Consent Items

3. Final Reading of an Ordinance Amending Ordinance Number 29-2013 Which Adopted the Annual Budget for the City, for the Fiscal Year Beginning October 1, 2013 and Ending September 30, 2014 to Increase the Motel Tax Fund Budget for the Purpose of Additional Event Funding; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; Providing an Effective Date 10-11 Moore
4. Final Reading of a Resolution Amending the Personnel Policies and Procedures Handbook to Include a New Section 11 Entitled 12-15 Sjogren

“Higher Education Incentive Program” Under Chapter 7 Entitled
 “Compensation” Authorizing Reimbursement or Advances to
 Employee Participants Towards an Approved Degree Plan; and
 Providing an Effective Date

Bids

- | | | | |
|----|--|-------|--------|
| 5. | Award the Bid for Construction of the 2014 Water System Improvements and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 16-17 | Womack |
| 6. | Request for Permission to Advertise for Bids for Boring Under I-20 and Constructing a New Sewer Line to Serve Anticipated Growth in the North Sector of the City | 18-19 | Womack |

Routine Business

- | | | | |
|----|--|--|------|
| 7. | Vouchers for 05/29/14 \$ 563,576.40
Vouchers for 06/05/14 \$ 165,267.01 | | Boyd |
|----|--|--|------|

New Business

- | | | | |
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| 8. | First Reading of a Resolution Authorizing the Auction of Howard County Trustee Properties to the Highest Bidder for Cash, Without Reservation; and Providing an Effective Date | 20-27 | Moore |
| 9. | Consideration and Approval of the City of Big Spring Tax Abatement Guidelines and Criteria | 28-36 | Sjogren |
| 10. | Consideration and Approval of Change Order No. 1 to Red River Construction Contract “A” for the Big Spring Water Treatment Plant Improvements and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 37-39 | Womack |
| 11. | Consideration and Approval of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for Engineering Services Necessary to Obtain a Construction and Operations Permit for the New Landfill from the Texas Commission on Environmental Quality and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 40-90 | Womack |

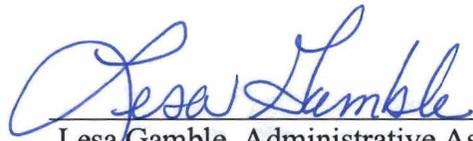
City Manager’s Report

- | | | |
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| 12. | | Darden |
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Council Input

- 13. Input McLellan
- 14. Adjourn McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, June 6, 2014 at 5:00 p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Lesa Gamble, Administrative Assistant

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT LESA GAMBLE AT 264-2401. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

June _____, 2014 at _____ a.m./p.m.

By: _____
City Secretary's Office

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a regular meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., May 27, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
RAUL J. MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
TOM DIXON	City Planner

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF MAY 13, 2014

Motion was made by Councilmember Harbour, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above listed minutes.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE 5 SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY ADDING A NEW SUBSECTION (M) TO PROHIBIT THRU TRAFFIC IN THE ALLEY LOCATED BETWEEN GREGG STREET AND LANCASTER STREET FROM 2ND STREET TO 3RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 16, ARTICLE 1 ENTITLED "UTILITY EXTENSIONS" BY AMENDING SECTION 16-25 ENTITLED "DEPOSIT REQUIRED FOR WATER METER TESTS" TO INCREASE THE DEPOSIT REQUIRED FOR WATER METER TESTING; BY AMENDING ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY ADDING NEW SECTION 16-61 ENTITLED "WATER TAMPERING CHARGES" IN ORDER TO REQUIRE CHARGES TO BE PAID BY ACCOUNT HOLDERS WHEN CITY EQUIPMENT IS TAMPERED WITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF A RESOLUTION IN SUPPORT OF THE ANNEXATION INTO THE CITY LIMITS OF THE RIGHTS OF WAY IDENTIFIED AS THE US HIGHWAY 87 RELIEVER ROUTE AND INTERSTATE 20 FROM ITS INTERSECTION WITH THE RELIEVER ROUTE EAST TO THE CURRENT CITY LIMITS OF BIG SPRING; AUTHORIZING THE CITY MANAGER TO SEEK APPROVAL OF SUCH ANNEXATION FROM THE TEXAS DEPARTMENT OF TRANSPORTATION AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF THE CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR THE MEETING OF APRIL 2, 2014

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD OF DIRECTORS MINUTES FOR THE REGULAR MEETING OF APRIL 17, 2014

ACCEPTANCE OF THE HOWARD COUNTY APPRAISAL DISTRICT'S BOARD OF DIRECTORS MINUTES FOR THE REGULAR MEETING OF APRIL 9, 2014

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving the second and final reading of the above listed ordinances, resolution and minutes.

BIDS

AWARD BID FOR TUB GRINDER SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Benavides, seconded by Councilmember Harbour, with all members of the Council voting “aye” awarding bid for Tub Grinder Services to Eggemeyer Land Clearing, LLC.

ROUTINE BUSINESS

Councilmember Benavides reviewed the vouchers. Motion was made by Councilmember Benavides, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving vouchers in the amount of \$1,421,525.88 (05/15/14) and \$193,481.71 (05/22/14).

NEW BUSINESS

ELECTION OF MAYOR PRO TEM

Councilmember McDonald nominated Councilmember Benavides. Councilmember Boyd nominated Councilmember Harbour. Councilmember Benavides was elected Mayor Pro Tem by paper ballot votes of five to two.

EMERGENCY READING OF A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE COMMUNITY SERVICES CONTRACTS AND OTHER NECESSARY DOCUMENTS WITH THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES FOR THE SENIOR CENTER

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the emergency reading of the above captioned resolution.

FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 29-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EVENT FUNDING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving the first reading of the above captioned ordinance.

FIRST READING OF A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES HANDBOOK TO INCLUDE A NEW SECTION 11 ENTITLED "HIGHER EDUCATION INCENTIVE PROGRAM" UNDER CHAPTER 7 ENTITLED "COMPENSATION" AUTHORIZING REIMBURSEMENT OR ADVANCES TO EMPLOYEE PARTICIPANTS TOWARDS AN APPROVED DEGREE PLAN; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Harbour, seconded by Councilmember Myers, with all members of the Council voting "aye" approving the first reading of the above captioned resolution.

APPROVAL OF THE TWELFTH AMENDMENT TO THE LEASE AGREEMENT WITH WESTERN CONTAINER CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the above captioned lease agreement.

APPROVAL OF AN AGREEMENT TO LEASE OFFICE SPACE AT POLLY MAYS TO HOWARD COUNTY TEEN COURT PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the above captioned lease agreement.

CONSIDERATION OF TERMINATING AND WITHDRAWING THE CITY'S GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE TEXAS CAPITAL FUND 2013 INFRASTRUCTURE FUNDS AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Johnny Womack, Public Works Director, explained that due to funding from Big Spring Economic Development Corporation it would be in the City's best interest to withdraw the City's Grant Application. Motion was made by Councilmember Myers, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the withdrawal of the above captioned grant application.

PERFORMANCE AGREEMENT WITH THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION FOR AN INCENTIVE IN THE AMOUNT OF \$1,004,997.00 FOR RAIL SPUR INFRASTRUCTURE AT THE MCMAHON-WRINKLE AIRPARK AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Myers, seconded by Councilmember McDonald, with all members of the Council voting "aye" approving the above captioned performance agreement.

APPROVAL OF INVESTMENT REPORT FOR THE QUARTER ENDING MARCH 31, 2014

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Myers, with all members of the Council voting “aye” approving the above captioned investment report.

APPOINTMENTS TO THE COLORADO RIVER MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS – CURRENT APPOINTEES ARE JIM PURCELL AND DR. JOHN MYERS

Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Marquez, with Councilmembers Marquez, McLellan, McDonald, Benavides and Boyd voting “aye” reappointing Jim Purcell and Dr. John Myers to the Colorado River Municipal Water District Board of Directors. Councilmember Myers abstained. Councilmember Harbour, being opposed, voting “nay” for passage of same. Motion passes five to one.

APPOINTMENT OF A COUNCILMEMBER TO THE CONVENTION AND VISITORS BUREAU BOARD

Mayor McLellan nominated Councilmember McDonald. Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Marquez, with Councilmembers Marquez, Harbour, Myers, McLellan, Benavides and Boyd voting “aye” appointing Councilmember McDonald to the Convention and Visitors Bureau Board. Councilmember McDonald abstained.

CITY MANAGER’S REPORT

Mr. Darden congratulated the graduating class of 2014, welcomed the City Planner, Tom Dixon and reported that:

- A joint meeting of the City Council and the Planning & Zoning Commission will be held on June 3, 2014 to review the North Sector and Airport Sector of the Comprehensive Plan.
- A Comprehensive Plan Advisory Committee meeting will be held on June 2, 2014.
- Splash Inn was rescheduled due to rain for Saturday, May 31, 2014.

COUNCIL INPUT

All Councilmembers welcomed Tom Dixon, the new City Planner to Big Spring.

Mayor McLellan congratulated Wayne Wright for retiring from the Big Spring Police Department and also congratulated Mike Tarpley again for his dedicated work at the V.A. Hospital. Mayor McLellan also announced that the annual Relay for Life will be held on June 6, 2014.

Councilmember Marquez congratulated Mayor Pro Tem Benavides on being elected Mayor Pro Tem.

Councilmember Harbour thanked Big Spring Economic Development Corporation for their contribution for the Rail Spur.

Councilmember McDonald asked Debbie Wegman, CVB Cordinator, to discuss the Bankhead Highway. Ms. Wegman explained that the City of Big Spring is one of three pilot cities participating in the Texas Historical Commissions Bankhead Highway project and pointed out that the old Bankhead Highway included 3rd Street and that the Settles Hotel is a major part of why Big Spring was chosen as a pilot city.

ADJOURN

Motion was made by Councilmember Boyd, seconded by Councilmember Marquez, with all members of the Council voting “aye” to adjourn at 6:40 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EVENT FUNDING; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2013-14 budget for the City of Big Spring, Texas on September 24, 2013; and

WHEREAS, additional CVB event funding is needed;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AS FOLLOWS:

SECTION 1. Enacted.

THAT the Motel Tax Fund of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2013 and ending September 30, 2014 is hereby increased by the amount of \$25,000 for the purpose of adding to the CVB event funding due to the number of requests made to the CVB. This increase will be funded through existing fund balance.

SECTION 2. Continuing effect.

THAT the remaining portions of Ordinance Number 029-2013 shall remain in full force and effect.

SECTION 3. Repeal.

THAT all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Publication.

THAT the City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 5. Effective Date.

THAT, this ordinance shall be in force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 27th day of May, 2014 with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 10th day of June, 2014 with all members of the Council voting “aye” for the passage of same.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE CITY OF BIG SPRING PERSONNEL POLICIES AND PROCEDURES HANDBOOK TO INCLUDE A NEW SECTION 11 ENTITLED "HIGHER EDUCATION INCENTIVE PROGRAM" UNDER CHAPTER 7 ENTITLED "COMPENSATION" AUTHORIZING REIMBURSEMENT OR ADVANCES TO EMPLOYEE PARTICIPANTS TOWARDS AN APPROVED DEGREE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, higher education is a very important aspect of any employee's current job performance and future ability to advance within the City organization;

WHEREAS, the City wants to encourage its employees to continue their education by enrolling in colleges for undergraduate or post-graduate courses;

WHEREAS, in order to provide incentives for employees that have completed their probationary period, the City wishes to provide college reimbursement for certain degree plans; and

WHEREAS, in order to provide incentives for those individuals who have been employed by the City for at least five years, the City desires to provide advances towards college tuition for certain degree plans;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, THAT:

SECTION 1: The City Manager is hereby authorized and directed to include the "Higher Education Incentive Policy" in the City of Big Spring Personnel Policy and Procedures Handbook, with such policy to be in the form attached hereto as Exhibit "A".

SECTION 2: Any employee that desires to participate in the program under an approved degree plan shall be required to execute a Higher Education Incentive Agreement.

SECTION 3: Any employee that executes a Higher Education Incentive Agreement shall be required to reimburse the City for the full amount of the incentive received, plus any collection costs if he/she voluntarily terminates employment with the City of Big Spring prior to the completion of the term of the Agreement.

SECTION 4: This Resolution shall become effective upon its passage.

PASSED AND APPROVED on the first reading by the City Council of the City of Big Spring, Texas, this 27th day of May, 2014, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on the first reading by the City Council of the City of Big Spring, Texas, this 10th day of June, 2014, at a regular meeting of the City Council of the City of Big Spring, Texas, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

EXHIBIT A

Section 11 – Higher Education Incentive Program

Higher education is a very important aspect of any employee's current job performance and future ability to advance within the City organization. Therefore, the City wants to encourage its employees to continue their education by enrolling in colleges for undergraduate or post-graduate courses. Under this policy, an employee may take college courses which are either related to their job duties, or designated in a degree plan approved by their supervisor.

The City will reimburse the employee for actual costs as follows:

100% for a grade of A

80% for a grade of B

70% for a grade of C

Eligibility: Reimbursement is for actual costs of tuition and books, not to exceed the normal costs for comparable courses at area colleges (Texas Tech, UTPB, Howard College, LCU, etc.) Only full time permanent employees who have completed their probationary period prior to beginning the course are eligible for reimbursement.

Additional Longevity Incentive: As an added incentive, employees who have been employed with the City for more than five years may seek an advance toward the actual costs of tuition and books for eligible classes. For first time program applicants, advances may be granted for the lesser of 50% of the actual costs of the class or 50% of the employee's net pay, so long as the employee does not have an outstanding Payroll Advance under Administrative Directive 68. Once the class is completed, the employee will be reimbursed for any additional amounts applicable to the grade received. For those who have previously participated in the program, advances may be granted for a percentage of the actual costs of the class equal to the percentage of reimbursement or advance the employee received for their last class taken under this program.

Repayment: If an employee does not complete a class for which he or she received an advance, or does not make a grade of C or above in the class, the advance must be repaid in the same manner as a Payroll Advance under Administrative Directive 68. If an employee receives an advance for a higher percentage than the final grade received for the class, he or she must repay the additional amount advanced in the same manner as a Payroll Advance under Administrative Directive 68. If an employee that receives a higher education incentive leaves employment with the City for any reason within twenty-four months of completion of the last class an incentive was paid for, the employee agrees to pay back the funds in full through a deduction from the last paycheck with any additional amount due to be paid in a lump sum at the time of termination.

Course assignments may not be done during working hours or using City equipment. An employee may attend class during working hours with the approval of his/her supervisor, provided that the employee uses vacation or compensatory time or the supervisor adjusts the employee's work schedule to make-up the time in class.

June 2, 2014

Mr. Johnny Womack
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

Re: Recommendation for Award of Construction Contract
2014 Water System Improvements
TxCDBG No. 713030

Dear Mr. Womack:

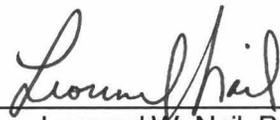
We have reviewed the bids for the above referenced project received on May 22, 2014 and determined that all bids were submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Big Spring. All bids have been determined to be tabulated properly and are consistent with those figures recorded during the bid opening. A completed bid tabulation form is enclosed for your reference.

We recommend that the Construction Contract for the 2014 Water System Improvements be awarded to the low bidder, Tejas Partners Construction, LLP, for the **Total Contract Amount of \$244,550.00** PSC has had extensive experience working with Tejas Partners Construction, LLP on projects very similar to yours. We feel that this company's qualifications and capacity to complete the project to the satisfaction of the City of Big Spring and PSC are more than adequate.

Please contact me if you have questions or wish to discuss this matter further.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Leonard W. Nail, P.E.
Corporate Associate

LWN/lms
Enclosures

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CITY OF BIG SPRING - 2014 WATER SYSTEM IMPROVEMENTS

BIG SPRING, TEXAS

PSC PROJECT NO. 01-0251-14

MAY 22, 2014 at 2:00 PM

Item No.	Description	Quantity	Unit	TEJAS PARTNERS CONSTRUCTION, LLP		BOLER EQUIPMENT SERVICE, INC.		AQUATECH SEPTIC & UNDERGROUND, LLC		TEC EXCAVATION, INC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	4" C900 PVC DR 18 water line	750	LF	\$ 25.00	\$ 18,750.00	\$ 11.85	\$ 8,887.50	\$ 50.00	\$ 37,500.00	\$ 32.00	\$ 24,000.00
2	6" C99 PVC DR 18 water line	2,180	LF	\$ 30.00	\$ 65,400.00	\$ 22.20	\$ 48,396.00	\$ 50.00	\$ 109,000.00	\$ 38.00	\$ 82,840.00
3	12" x 6" tapping sleeve with 6" gate valve and box	1	EA	\$ 2,400.00	\$ 2,400.00	\$ 6,395.00	\$ 6,395.00	\$ 4,500.00	\$ 4,500.00	\$ 3,200.00	\$ 3,200.00
4	12" x 4" tapping sleeve with 4" gate valve and box	1	EA	\$ 2,300.00	\$ 2,300.00	\$ 5,490.00	\$ 5,490.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00
5	6" x 6" tapping sleeve with 6" gate valve and box	7	EA	\$ 2,100.00	\$ 14,700.00	\$ 5,910.00	\$ 41,370.00	\$ 4,500.00	\$ 31,500.00	\$ 3,100.00	\$ 21,700.00
6	4" x 4" tapping sleeve with 4" gate valve and box	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,855.00	\$ 4,855.00	\$ 4,500.00	\$ 4,500.00	\$ 2,800.00	\$ 2,800.00
7	Water meter service line replacements	47	EA	\$ 1,000.00	\$ 47,000.00	\$ 500.00	\$ 23,500.00	\$ 1,200.00	\$ 56,400.00	\$ 1,540.00	\$ 72,380.00
8	Cut and plugs	16	EA	\$ 700.00	\$ 11,200.00	\$ 1,295.00	\$ 20,720.00	\$ 500.00	\$ 8,000.00	\$ 1,800.00	\$ 28,800.00
9	Connect to existing hydrants	1	EA	\$ 750.00	\$ 750.00	\$ 1,490.00	\$ 1,490.00	\$ 2,500.00	\$ 2,500.00	\$ 1,900.00	\$ 1,900.00
10	Render useless existing valves	9	EA	\$ 500.00	\$ 4,500.00	\$ 500.00	\$ 4,500.00	\$ 150.00	\$ 1,350.00	\$ 350.00	\$ 3,150.00
11	6" x 2" tapping saddle with corp stop	1	EA	\$ 800.00	\$ 800.00	\$ 1,690.00	\$ 1,690.00	\$ 1,200.00	\$ 1,200.00	\$ 1,025.00	\$ 1,025.00
12	4" x 2" tapping saddle with corp stop	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,622.00	\$ 3,244.00	\$ 1,000.00	\$ 2,000.00	\$ 1,010.00	\$ 2,020.00
13	2" x 2" tapping saddle with corp stop	4	EA	\$ 700.00	\$ 2,800.00	\$ 3,295.00	\$ 13,180.00	\$ 1,000.00	\$ 4,000.00	\$ 1,450.00	\$ 5,800.00
14	Ductile iron fittings	0.65	TON	\$ 10,000.00	\$ 6,500.00	\$ 22,738.46	\$ 14,780.00	\$ 3,000.00	\$ 1,950.00	\$ 11,500.00	\$ 7,475.00
15	Asphalt pavement repair	1,300	SY	\$ 47.00	\$ 61,100.00	\$ 40.00	\$ 52,000.00	\$ 47.00	\$ 61,100.00	\$ 70.00	\$ 91,000.00
16	Traffic control / barricade	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 21,000.00	\$ 21,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00
17	Project sign	1	LS	\$ 750.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 3,000.00	\$ 3,000.00
TOTAL					\$ 244,550.00		\$ 272,497.50		\$ 337,900.00		\$ 359,590.00



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Johnny Womack, Public Works Director

Date: June 10, 2014

Subject: Request to Advertise for Bids for the North Sector Sewer Improvement Project

The Public Works Department received the attached information from Parkhill, Smith & Cooper regarding the North Sector Sewer Improvement Project. The specifications and request for proposals will be for the project to be completed in three (3) phases. Parkhill, Smith & Cooper estimates the cost of the project to be as itemized below and in the attached Exhibit A.

Phase 1: Bore to Ohio St. -	\$ 600,000.00
Phase 2: North side extension -	\$ 200,000.00
Phase 3: Upgrade of Ohio Street/Banks Lift Station:	\$ 700,000.00
Professional Services Fee:	<u>\$ 250,000.00</u>
<u>Project Total:</u>	\$ 1,750,000.00

Recommendation: Staff requests permission to advertise for bids for the project.



Segment 1 - \$700,000
Segment 2 - \$600,000
Segment 4 - \$200,000
Professional Services - \$250,000
Total Project - \$1,750,000

SEWER IMPROVEMENTS SITE PLAN

PSC
PARKHILL SMITH & COOPER
 BS NORTH SECTOR IMPROVEMENTS
 Issue: 01.360.13
 Project No: 12MAY2014
 Date: 1
 Sheet: 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE AUCTION OF HOWARD COUNTY TRUSTEE PROPERTIES TO THE HIGHEST BIDDER FOR CASH, WITHOUT RESERVATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on the 3rd day of June, 2014, pursuant to an Order of Sale, the Sheriff of Howard County offered to sell the properties listed on the attached Exhibit "A", Notice of Sale; and

WHEREAS, if the minimum bid required by law is not received at such Sheriff sale the property will be struck off to HOWARD COUNTY, TRUSTEE, on behalf of County of Howard, Howard County Junior College District, City of Big Spring, Big Spring Independent School District, City of Coahoma, City of Forsan, Forsan Independent School District, Howard County Water Control and Improvement District #1 and Howard-Glasscock County Education District; and

WHEREAS, on the 28th day of June, 2014, HOWARD COUNTY, TRUSTEE, on behalf of County of Howard, Howard County Junior College District, City of Big Spring, Big Spring Independent School District, City of Coahoma, City of Forsan, Forsan Independent School District, Howard County Water Control and Improvement District #1 and Howard-Glasscock County Education District, desires to sell at public auction the properties listed on Exhibit "A" attached hereto for which no minimum bid is received at the above described Sheriff sale, as well as properties listed on Exhibit "B", Howard County Trustee Properties, and other properties listed in the name of Howard County, Trustee, to the highest bidder for cash without reservation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS:

SECTION I. That the City of Big Spring consents to the public auction of all properties listed in the name of Howard County, Trustee, to the highest bidder for cash without reservation.

SECTION II. That this resolution shall be effective immediately upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 10th day of June, 2014, with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 24th day of June, 2014, with all members of the Council voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

EXHIBIT "A"

NOTICE OF SALE OF REAL PROPERTY

THE STATE OF TEXAS §

COUNTY OF HOWARD §

By virtue of a ORDER OF SALE issued out of the District Court of Howard County, Texas, pursuant to judgment rendered in 118th Judicial District Court of Howard County, Texas, by the District Clerk of said Court, in the hereinafter numbered and styled suits and to me directed and delivered as Sheriff of said County, I did on the ____ day of _____, 2014, at 10:00 a.m., levy upon and will proceed to sell for cash to the highest bidder at public auction on the 3rd day of June, 2014, being the first Tuesday of said month beginning at 10:00 o'clock a.m. on said day, at the North Courthouse door of said County, all the right, title, and interest of the Defendants in such suits in and to the following described real estate levied upon as the property of said Defendants, the same lying and being situated in the County of Howard and the State of Texas, to-wit:

CAUSE NO. 6358

HOWARD COUNTY, ET AL VS EDITH ANDERSON, ET AL

EXHIBIT NO. DEFENDANT NAME	PROPERTY DESCRIPTION	ADDRESS
No. 1 Anderson, Edith	A .50 acre tract out of and part of the NE/4 of Sc 36, Bk 33, T1S, T&P Ry. Co. Survey, Howard County, Texas	n/a
No. 2 Arguello, Thomas P.	Lt 24, Bk 4, Wrights Airport Addn., City of Big Spring, Howard County, Texas	1210 Madison
No. 3 Brown, Rogers	A tract of land out and part of Sc 26, Bk 33, T1N, T&P Ry. Co. Survey, Howard County, Texas	701 N. San Antonio
No. 4 Bustamante, Erminia	Lt 28, Bk 4, Wrights Airport Addn., City of Big Spring, Howard County, Texas	1202 Madison
No. 5 Campbell, Janie	W/50' of the E/187' of Bk 3, Hathcock Heights Addn., City of Big Spring, Howard County, Texas	105 E. 12 th
No. 6 Cavazos, Eva	E/50' of Lts 4, 5 and 6, Bk 6, Cedar Crest Addn., City of Big Spring, Howard County, Texas	806 W. 8 th

No. 8 Duncan, D. C. and Duncan, Lois O.	Lt 4, Bk 21, Jones Valley Addn., City of Big Spring, Howard County, Texas	n/a
No. 10 Harper, Jason Rand	Lt 6, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1504 W 1 st
No. 10 Harper, Jason Rand	Lt 7, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1500 W 1 st
No. 10 Harper, Jason Rand	Lt 8, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1501 Meadow
No. 10 Harper, Jason Rand	Lt 9, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1503 Meadow
No. 10 Harper, Jason Rand	Lt 10, Bk 4, Adelle Addn., City of Big Spring, Howard County, Texas	1505 Meadow
No. 10 Harper, Jason Rand	All of Bk 5, Adelle Addn., City of Big Spring, Howard County, Texas	1500 Meadow
No. 10 Harper, Jason Rand	All undivided interest of Jason Rand Harper in and to Lts 1-6, Bk 6, Adelle Addn., City of Big Spring, Howard County, Texas	1603 Meadow
No. 12 Silvas, Madeline, et al	Lt 7, & W/47' of Lt 8, Bk 102, Original City of Big Spring, Howard County, Texas	306 N Bell
No. 13 Smith, J. P., et al	A tract of land out of Sc 32, Bk 32, T1N, T&P Ry Co Survey, Howard County, Texas	1205 W 5 th
No. 14 Walker, Robert James, Jr.	W/2 of Lt 9, Bk 99, Original Town of Big Spring, Howard County, Texas	631 Sgt Paredes
No. 15 Welsh, Rebecca Sue, et al	Lt 6, Bk 78, Original Town of Big Spring, Howard County, Texas	910 Goliad
No. 16 White, Talmer Lee aka White, T. L., et al	A tract of land out of Sc 32, Bk 33, T1N, T&P Ry Co Survey, Howard County, Texas	810 San Antonio

Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties and costs of suit, and the proceeds of said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.

Witness my hand this ____ day of _____, 2014.

SHERIFF OF HOWARD COUNTY, TEXAS

BY: _____
Deputy

PROPERTY ADDRESSES ARE PROVIDED BY THE HOWARD COUNTY APPRAISAL DISTRICT

PROSPECTIVE BUYERS SHOULD SATISFY THEMSELVES AS TO THE ACTUAL LOCATION OF THE PROPERTY

PROSPECTIVE BUYERS SHOULD CHECK TITLE RECORDS FOR METES AND BOUNDS DESCRIPTIONS OF PROPERTY AND TO DETERMINE STATUS OF TITLE

ALL PROPERTIES SOLD "AS IS", "WITHOUT WARRANTY OF TITLE"

PROSPECTIVE BUYERS WILL BE RESPONSIBLE FOR DEED RECORDING FEES

EACH PROPERTY IS SUBJECT TO ANY RIGHT OF REDEMPTION

BUYERS WILL BE RESPONSIBLE FOR PAYMENT OF 2011 TAXES; PLEASE CONTACT KATHY SAYLES, HOWARD COUNTY TAC

EXHIBIT "B"

HOWARD COUNTY TRUSTEE PROPERTIES AUCTION

DATE: SATURDAY, JUNE 28, 2014

TIME: 9:00 A.M.

**LOCATION: CACTUS ROOM, HOWARD
COLLEGE CAMPUS, BIG SPRING, TEXAS**

**AUCTIONEER-SCOTT EMERSON
WEBSITE-BUYTAXPROPERTY.COM**

Property No.	Acct. No.	PROPERTY Owner	Legal Description	Address	Recording Vol & Pg	Assessed Value
	51532001200	Howard County, et al vs. Librado Canales, Jr.	A tract of land out of SE/4 of Sc 32, Blk 32, T1S, Howard County, Texas	506 Matt Loop Rd.	1356/57	\$14,675
	B2640007600	Howard County, et al vs. Eva Cavazos	E/50' of Lts 4, 5 & 6, Bk 6, Cedar Crest Addn., City of Big Spring, Howard County, Texas	806 W 8th	1357/471	\$750
	51442034500	Howard County, et al vs. Bertha Castillo	A tract of land out of the SE/4 of Sc 42, Bk 32, T1N, Tract 41, City of Big Spring, Howard County, Texas (819), Howard County, Texas	517 N. Goliad	1388/344	\$1,306
	B5070000800	Howard County, et al vs. Robert Garza and Olga Garza	S/2 of Lt 9, Bk 1, Porter Addn., City of Big Spring, Howard County, Texas	407 Owens	1388/341	\$750
	B2880041300	Howard County, et al vs. The Frances F. Hock Living Trust	S/2 of Lt 7, Bk 38, Cole & Strayhorn Addn., City of Big Spring, Howard County, Texas	1011 E. 16 th	1388/347	\$2,000
	B2460008500	Howard County, et al vs. Anselmo Hilario	W/2 of Lt 9, and all of Lt 10, Bk 11, Brown Addn, City of Big Spring, Howard County, Texas	1703 W. 3 rd	1372/13	\$23,450

	F4890120001	Howard County, et al vs. Zirah A. LeFevre	Lt 16, Bk 56, Original Town of Forsan, Howard County, Texas	n/a	339/343	\$100
	B2040003300	Howard County Trustee	Lt 5, Bk 7, Adelle Addn., City of Big Spring, Howard County, Texas	1403 W. 1 ST	652/497	\$250
	B2040003200	Howard County Trustee	Lt 4, Bk 7, Adelle Addn., City of Big Spring, Howard County, Texas	1405 W. 1 ST	652/497	\$250

GENERAL INFORMATION

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE TRUSTEE PROPERTIES OFFERED AT AUCTION. YOU MUST CAREFULLY READ THIS INFORMATION AND EVALUATE THESE FACTS IN LIGHT OF YOUR ANTICIPATED USE OF THE PROPERTY

THE PROPERTIES WILL BE OFFERED AT PUBLIC AUCTION TO THE HIGHEST BIDDER, WITHOUT RESERVATION; PURCHASERS MUST PAY FOR PROPERTY WITH CASH OR A CHECK MADE PAYABLE MOUTON & MOUTON, TRUST ACCOUNT, IMMEDIATELY UPON CONCLUSION OF THE AUCTION.

RECORDING FEES WILL BE ADDED TO THE BID PRICE AND COLLECTED FOR EACH PROPERTY AT THE TIME OF THE SALE.

A 10% AUCTIONEER FEE WILL BE ADDED TO THE SALE PRICE OF EACH PROPERTY

PURCHASERS WILL BE RESPONSIBLE FOR PAYMENT OF 2012 TAXES, AND ALL TAXES ASSESSED THEREAFTER; PLEASE CONTACT TAX ASSESSOR COLLECTOR FOR AMOUNTS DUE FOR 2012

VALUES SHOWN ARE VALUES ASSESSED BY THE HOWARD COUNTY APPRAISAL DISTRICT

PROPERTY ADDRESSES SHOWN ARE NOT GUARANTEED, PROSPECTIVE BUYERS SHOULD SATISFY THEMSELVES AS TO THE ACTUAL LOCATION OF THE PROPERTY

PROSPECTIVE BUYERS SHOULD CHECK TITLE RECORDS FOR METES AND BOUNDS DESCRIPTIONS OF PROPERTY AND TO DETERMINE STATUS OF TITLE

PURCHASERS AT THIS SALE WILL RECEIVE A DEED TO THE PROPERTY "AS IS", "WITHOUT WARRANTY OF TITLE"

EACH PROPERTY IS SUBJECT TO ANY RIGHT OF REDEMPTION PURSUANT TO VTCA PROPERTY TAX CODE § 34.21.

VIEW PROPERTIES AT SPRING CITY AUCTION @ buytaxproperty.com

DREW MOUTON

MOUTON & MOUTON, P.C.

Attorneys at Law

200 West Third Street; P. O. Box 1030

Big Spring, TX 79721-1030

Contact: Kristie Raspe, Legal Assistant: Telephone (432) 264-7465

ATTORNEY FOR THE HOWARD COUNTY TAXING ENTITIES (with the exception of Coahoma ISD)

CITY OF BIG SPRING TAX ABATEMENT GUIDELINES AND CRITERIA

The purpose of this document is to establish guidelines, criteria, and a uniform policy of tax abatement for owners or lessees of eligible facilities willing to execute tax abatement contracts designed to provide long-term significant positive economic impact to the community by utilizing the area contractors and work force to the maximum extent feasible, and by developing, redeveloping, and improving property. Except as otherwise provided herein, all tax abatement contracts shall be identical.

Notwithstanding the criteria set forth herein, the City Council of the City of Big Spring reserves the right to negotiate the terms of any Tax Abatement Agreement in order to compete favorably with other communities and may include provisions more or less restrictive than these Guidelines and Criteria if deemed necessary.

Only that increase in the fair market value of the property that directly results from the development, redevelopment, and improvement specified in the contract will be eligible for abatement and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the applicant located within the jurisdiction creating the Reinvestment Zone.

This policy is effective as of _____, 2014 and shall at all times be kept current with regard to the needs of the City of Big Spring and reflective of the official views of the City Council.

TAX ABATEMENT COMMITTEE-SECTION 1

A Tax Abatement Advisory Committee exists which is composed of at least, but not limited to, one representative of the City of Big Spring City Council, one representative of the Howard County Commissioner's Court, one representative of Howard College Board of Trustees, and three members appointed by the Big Spring Economic Development Corporation Board of Directors which shall include a Certified Public Accountant, a Developer, and a representative of the financial community.

The Chief Appraiser of the Howard County Tax Appraisal District and the Executive Director of Big Spring Economic Development Corporation serve as ex-officio members of the Committee. Members are appointed for terms of one year to run from July 1 to June 30. The Committee will make recommendations regarding contract terms and adoption or rejection of all tax abatement applications that are submitted to the City Council.

It is the goal of the City of Big Spring to grant tax abatement on the same or similar terms and conditions as the other taxing units having jurisdiction over a property. However, nothing herein shall limit the discretion of the Big Spring City Council to consider, adopt, modify or decline any tax abatement request.

The adoption of these guidelines and criteria by the City of Big Spring does not:

- (1) limit the discretion of the governing body to decide whether to enter into a specific tax abatement agreement;
- (2) limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or
- (3) create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

DEFINITIONS-SECTION 2

- (a) **“Abatement”** means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated by Howard County or the City of Big Spring for economic development purposes.
- (b) **“Agreement”** means a contractual agreement between a property owner and/or lessee and the City of Big Spring.
- (c) **“Base year value”** means the assessed value of any eligible Real Property or Tangible Personal Property as of January 1 of the year in which an Abatement Agreement for that Real Property or Tangible Personal Property is executed.
- (d) **“Deferred maintenance”** means improvements necessary for continued operation which do not improve productivity or alter the process technology.
- (e) **“Eligible Facilities”** means new, expanded, or modernized facilities and structures, including fixed machinery and equipment and other forms of tangible personal property, that are reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the applicable Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City.
- (f) **“Expansion”** means the addition of buildings, structures, machinery, equipment, Tangible Personal Property, or payroll for purposes of increasing production capacity.
- (g) **“Facility”** means property improvement completed or in the process of construction which together comprise an integral whole.
- (h) **“Hotel”** means a commercial structure which provides overnight accommodation to travelers.

- (i) **“Modernization”** means a complete or partial demolition of a facility and the complete or partial reconstruction or installation of a Facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment, or both.
- (j) **“New Facility”** means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.
- (k) **“Office Building”** means a new office building to be occupied at least 50% by one owner or one tenant.
- (l) **“Productive Life”** means the number of years a property improvement is expected to be in service.
- (m) **“Real Property”** means any piece of land or condominium interest.
- (n) **“Reinvestment Zone”** is Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 312.202.
- (o) **“Tangible Personal Property”** is any personal property, including, without limitation, any piece of machinery or equipment or any appliance that is used in any improvements or placed on any Real Property.

ABATEMENT AUTHORIZED - SECTION 3

- (a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for Tax Abatement as hereinafter provided.
- (b) **Creation of New Values.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the City of Big Spring and the property owner or lessee, subject to such limitations as the City may require.
- (c) **New and Existing Facilities.** Abatement may be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the City of Big Spring and the property owner or lessee, subject to such limitations as the City of Big Spring may require.
- (d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, related fixed improvements and other forms of Tangible Personal Property necessary to the operation and administration of the Facility.
- (e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for Tax Abatement: Deferred Maintenance; property to be rented or leased except as provided

in Section [3](f); and property which has a productive life of less than two times the term of the Abatement Agreement.

- (f) **Owned/Leased Facilities.** If a leased Facility is granted abatement the agreement shall be executed by both the lessor and lessee. This does not apply to the lease of individual units of a multi-family residence or a shopping center.
- (g) **Economic Qualification.** In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement:
 - 1. Must be reasonably expected to have an increase in positive net economic benefit to the City over the life of the abatement. This includes but is not limited to new payroll and/or capital improvements. The creation of new jobs will also factor into the decision to grant an abatement; and
 - 2. Must not be expected to solely or primarily have the effect of transferring employment from one part of the City to another without a super-majority vote of approval from the City Council.
- (h) **Standards for Tax Abatement.** The following factors, among others, shall be considered in determining whether to grant Tax Abatement:
 - (1) Value of existing improvements, if any;
 - (2) Type and value of proposed improvements;
 - (3) Productive Life of proposed improvements;
 - (4) Number of existing jobs to be retained by proposed improvements;
 - (5) Number and type of new jobs to be created by proposed improvements;
 - (6) Amount of local payroll to be created;
 - (7) Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions;
 - (8) Amount of local sales taxes and/or hotel-motel taxes to be generated directly;
 - (9) Amount that the property tax base valuation will be increased during term of Abatement and after Abatement;
 - (10) The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements;

- (11) The amount of ad valorem taxes to be paid to the City during the Abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) the value after expiration of the Abatement period;
- (12) The population growth of the City that occurs directly as a result of new improvements;
- (13) The types and values of public improvements, if any, to be made by applicant seeking Abatement;
- (14) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (15) The impact on the business opportunities of existing business;
- (16) The attraction of other new businesses to the area;
- (17) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (18) Whether the project obtains all necessary permits from the applicable environmental agencies.

All Eligible Property shall be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

- (i) **Denial of Abatement.** Neither a reinvestment zone nor Abatement Agreement shall be authorized if it is determined that:
 - (1) There would be substantial adverse effect on the provision of government services or tax base;
 - (2) The applicant has insufficient financial capacity;
 - (3) The planned or potential use of the property would constitute a hazard to public safety, health, or morals;
 - (4) The planned or potential use of the property would be likely to cause a violation of any local, state or federal code or law; or
 - (5) Any other reason deemed appropriate by the City.
- (j) **Taxability.** Notwithstanding any abatement agreement taxes shall be payable as follows:

- (1) The value of any Real Property or Tangible Personal Property not subject to abatement and ineligible property as provided in Section [3](e) shall be fully taxable; and
- (2) The base year value of existing Eligible Property as determined each year shall be fully taxable.

The additional value of new Eligible Property shall be fully taxable at the beginning of the first tax year after the Abatement ends.

REINVESTMENT ZONE - SECTION 4

No Real Property or Tangible Personal Property is eligible for Abatement of Taxes unless such Real Property or Tangible Personal Property is located in a Reinvestment Zone designated in accordance with V.T.C.A., Tax Code, and Section 312.202.

APPLICATION - SECTION 5

- (a) **Applicant.** Any present or potential owner or lessee of taxable property in the City of Big Spring may request the creation of a Reinvestment Zone and/or tax abatement by filing a written application with the City Manager.
- (b) **Application.** The application shall consist of: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which tax abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; a time schedule for undertaking and completing the proposed improvements. In the case of modernization a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The City may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant, to be attached to the application.

The completed application must be accompanied by the payment of a non-refundable application fee for administrative costs associated with the processing of the tax abatement request which may be waived by the City Council. All checks in payment of the administrative fee should be made payable to the City of Big Spring. For abatement requests for improvements with a planned value equal to or in excess of \$1,000,000.00 the fee shall be ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). For abatement requests for improvements with a planned value of \$999,999.00 or less, the fee shall be FIVE HUNDRED AND 00/100 DOLLARS (\$500.00).

- (c) **Notice.** The City shall give notice as provided by the Property Tax Code, i. e., written notice to the presiding officer of the governing body of each taxing unit in which the property to be

subject to the agreement is located not later than the seven days before the public hearing and (2) publication in a newspaper of general circulation within such taxing jurisdiction not later than the seventh day before the public hearing. Before acting upon the application, the City shall through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the Abatement should or should not be granted.

- (d) **Joint Application.** If any other taxing entity within Howard County designates a reinvestment zone within its boundaries and enters into or proposes to enter into an Abatement Agreement with a present or potential owner of a taxable property, such present or potential owner of taxable property may request Tax Abatement by the City by following the same application process described in this section. No other notice or hearing shall be required except compliance with the Open Meetings Act, unless the City Council deems them necessary in a particular case.

AGREEMENT - SECTION 6

After approval, the City Council shall formally pass a resolution and execute an Agreement with the owner of the Facility and lessee as required which shall:

- (1) include a list of the kind, number, and location of all proposed improvements to the property;
- (2) provide access to and authorize inspection of the property by the taxing unit to ensure compliance with the agreement;
- (3) limit the use of the property consistent with the taxing unit's development goals;
- (4) provide for recapturing property tax revenues that are lost if the owner fails to make the improvements as provided by the agreement;
- (5) include each term that was agreed upon with the property owner and require the owner to annually certify compliance with the terms of the agreement to each taxing unit; and
- (6) allow the taxing unit to cancel or modify the agreement at any time if the property owner fails to comply with the terms of the agreement.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the City Council.

RECAPTURE - SECTION 7

- (a) In the event that a company or individual that receives tax abatement allows its ad valorem taxes owed to the City or any other taxing entity to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest, or violates any of the terms and conditions of the Abatement Agreement and fails to cure during the cure period of the Agreement, then the city may terminate the Agreement and all taxes previously abated by virtue of the Agreement will be recaptured and the recipient must repay such recaptured taxes within sixty (60) days of the termination.
- (b) Should the City determine that the company or individual is in default according to the terms and conditions of its Agreement, the City shall notify the company or individual in writing at the address stated in the Agreement, and if such is not cured within sixty (60) days from the date of such notice (“Cure Period”), then the Agreement may be terminated.

ADMINISTRATION - SECTION 8

- (a) The Chief Appraiser of the Howard County Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser will notify the City Council of the amount of the assessment.
- (b) The City may execute a contract with any other jurisdiction(s) to inspect the Eligible Property to determine if the terms and conditions of the Abatement Agreement are being met. The Abatement Agreement shall stipulate that employees and/or designated representatives of the City will have access to the reinvestment zone during the term of the Abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.
- (c) Upon completion of construction a designated representative of the City shall annually evaluate each Facility receiving Abatement to insure compliance with the agreement.
- (d) The City Secretary shall notify the Chief Appraiser of Howard County of the establishment of any Reinvestment Zone or approval of any Abatement Agreement.
- (e) The Chief Appraiser of Howard County shall deliver to the State Comptroller before July 1 of the year following the year in which a Reinvestment Zone is created or an Abatement Agreement is executed a general description of the zone, and the Guidelines and Criteria established for the Reinvestment Zone under Section 312.202 of the Tax Code and a copy of each Abatement Agreement to which the City is a party.

ASSIGNMENT - SECTION 9

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Eligible Property only upon the approval by resolution of the City Council subject to the financial capacity of the assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new contractual Agreement with the City. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

SUNSET PROVISION - SECTION 10

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the City Council of the City of Big Spring, at which time all Reinvestment Zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.

Adopted _____, 2014

City Council of the City of Big Spring



CHANGE ORDER NO. 1

DATE OF ISSUANCE: March 27, 2014
PROJECT: City of Big Spring Water Treatment Plant Improvements Contract A
OWNER: City of Big Spring
CONTRACTOR: Red River Construction
ENGINEER'S PROJECT NO.: 01-0350-12

The Contract Documents are modified as follows upon execution of this Change Order:

<u>Item#</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1001	42" BFV Concrete Supports	3	EA	\$ 350.00	\$ 1,050.00
1002	FRP Baffles	1	LS	\$ (5,000.00)	\$ (5,000.00)
1003	Sedimentation Basin Piping	1	LS	\$ (3,200.00)	\$ (3,200.00)
1004	Flocculator Concrete Piers	1	LS	\$ 7,236.37	\$ 7,236.37
1005	Sprockets Repair	1	LS	\$ 1,545.59	\$ 1,545.59
1006	Support Angles	1	LS	\$ 4,962.01	\$ 4,962.01
1007	Dewatering Building Power Mods	1	LS	\$ (3,128.00)	\$ (3,128.00)
1008	Changes to Pump Vaults	1	LS	\$ (900.00)	\$ (900.00)
1009	Remove/Replacement of Yard Valves	1	LS	\$ 40,591.28	\$ 40,591.28
1010	AC Unit at Existing Pump Station	1	LS	\$ 1,132.06	\$ 1,132.06
1011	Diapers for Butt Straps	3	EA	\$ 250.00	\$ 750.00
1012	Centrifuge Disconnect & Pipe Support	1	LS	\$ 921.95	\$ 921.95
1013	24" BFV Replacement	1	LS	\$ 2,548.11	\$ 2,548.11
1014	Window for Dewatering Building	1	LS	\$ 1,921.29	\$ 1,921.29
Total of Change Order Items:					\$ 50,430.66

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 4,236,200.00

~~{Increase}~~ ~~{Decrease}~~ from previously approved Change Orders No. 0 to No. 0:

\$ N/A

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 310
Ready for final payment (days or date): 365

~~{Increase}~~ ~~{Decrease}~~ from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Price prior to this Change Order:
 \$ 4,236,200.00

Contract Times prior to this Change Order:
 Substantial completion (days or date): 310
 Ready for final payment (days or date): 365

Increase of this Change Order:
 \$ 50,430.66

Increase of this Change Order:
 Substantial completion (days or date): 97
 Ready for final payment (days or date): 152

Contract Price incorporating this Change Order:
 \$ 4,286,630.66

Contract Times with all approved Change Orders:
 Substantial completion (days or date): 407
New Substantial Date: March 27, 2014
 Ready for final payment (days or date): 517
New Final Payment Date: May 21, 2014

RECOMMENDED:

By: [Signature]
 Engineer (Authorized Signature)
 Date: 5/27/2014

ACCEPTED:

By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:

By: [Signature]
 Contractor (Authorized)
 Date: 5/23/2014



TRANSMITTAL

TO: Mr. Todd Darden

FROM: Lisa Sanchez, Project Asst.

City of Big Spring

**PROJECT NAME: Big Spring WTP
Contract A**

310 Nolan Street
Big Spring, TX 79720

PROJECT NO.: 01.0350.12

PH: 432-264-2500

DATE: 06/02/14

WE TRANSMIT:

Attached Under Separate Cover

VIA:

FedEx Express Saver or 2-day Mail Email Courier

FOR:

Information Review & Comment As requested Other

THE FOLLOWING:

Drawings Specifications Digital Files Catalog Cuts
 Submittals Change Order No. 1

COPIES	DATE	DESCRIPTION
1	06/02/14	Change Order No. 1

NOTES:

Mr. Darden,
Please execute all 3 copies of the enclosed Change Order No. 1 and return 2 copies to my attention for further processing and project close-out.

Thank you and please call me directly at 806-473-3581 if you have any questions.

Lisa

May 28, 2014

IN DUPLICATE

Mr. Johnny Womack
Public Works Director
City of Big Spring
310 Nolan
Big Spring, Texas 79720

Re: City of Big Spring – New MSW Disposal Facility

Dear Mr. Womack *Johnny*

This letter submits our engineering scope of services necessary to obtain a construction and operations permit from the Texas Commission on Environmental Quality (TCEQ) for your proposed new municipal solid waste landfill. As you and I have discussed, this will be a Type I facility only and will not have a dedicated Class 1 hazardous waste cell for oil exploration and production waste. In conjunction with this, we have scheduled a pre-permit meeting with members of the TCEQ MSW Permitting team at 1:00 p.m. on June 25, 2014 in their Austin office. At this meeting our intent will be to discuss options for your new facility and establish a working relationship with the TCEQ permit engineer assigned to your project.

Our engineering scope of services has been divided into three phases. A fourth phase that would involve representing Big Spring at a contested public hearing is not included at this time. If and when it becomes apparent that this will be a contested permit application, we will provide you with a scope and fee to cover that cost. Hopefully, we will never be required to prepare that estimate. The three permitting phases required to prepare your permit are as follows:

Phase 1

Phase 1 of the permit application includes all activities associated with initial submission of the TCEQ Application Part 1. This submittal to TCEQ gives a general project description, the proposed facility location, and identifies any affected property owners or other parties as defined by TCEQ regulations.

- Lump Sum Fee: \$29,500
- Time to Complete: 30-days from Notice to Proceed (NTP)

Phase 2

Phase 2 will begin concurrently with Phase 1. Work under Phase 2 will be performed by sub-consultants to PSC. This includes the geotechnical site investigation and reporting, a hydro-geology and general geology study and report, an archaeological/historical investigation and report, and an endangered species study and report. Note that the archaeological investigation will also include necessary clearance from the Texas Historical Commission (THC). At this time, a preliminary evaluation by the sub-consultant did not identify any historically significant issues. Should there be any unusual or historically significant findings that are beyond the current scope, we will immediately notify you on how we should proceed, including any potential additional costs associated with clearing the site with THC. Additionally, we will have a metes-and-bounds

description of the property prepared (also needed for your closure on the property) as well as an aerial topographic recon and survey performed for the property with site features and surface contours in accordance with TCEQ regulations. All of the sub-consultant work will be on either a reimbursable not-to-exceed (R-NTE) or a lump sum (LS) basis, as indicated below:

- Total Proposed Fee: \$288,100
 - Geotechnical Investigation (R-NTE).....\$165,000
Hamilton Engineering
 - Hydro-geology and Geology (LS).....\$67,900
The Carel Corporation
 - Endangered Species and Archaeological Study (LS)\$36,300
Cox-McClain
 - Metes-and-Bounds Survey (R-NTE)\$7,400
Piper Surveying
 - Aerial Topographic Survey (LS)\$11,500
Dallas Aerial Surveying

- Time to Complete:
Work to begin with NTP, up to 12-months for hydrogeology study.

Phase 3

Phase 3 consists of all the engineering services necessary to prepare the entire permit document. The engineering documents will be all those required by TCEQ to complete Parts II through IV known as the Site Development Plan (SDP). This will include submitting the documents to TCEQ as well as responding to all Notice of Deficiency (NOD) letters from TCEQ. Initially, the permit will be reviewed by TCEQ for Administratively Complete designation. Normally, there may be one or two NOD's issued until TCEQ declares the permit Administratively Complete. Once that has been received, TCEQ will begin their detailed technical review. As with the Administrative Review, it is not uncommon for there to be up to three NOD's issued before the permit is declared Technically Complete. Following the Technically Complete designation, there will be a Public Meeting conducted in Big Spring by TCEQ. The notice will be published and anyone may come and voice their comments or concerns. TCEQ will take all comments and issue a final letter that may include some revisions to the application based on comments received at this meeting. Actual permit engineering may take only six months, but all of the reviews and requests for additional information could take up to 18 months for final approval.

- Engineering SDP Fee \$274,800
- Time to begin: Four months after NTP (coincide with FY2015)
- Time to complete: Up to 12-months after beginning, but coincide with hydrogeology study.

Phase 4

Not included with this scope is the possible need for additional services due to a contested hearing case. This will become known as the permit is under review by TCEQ and most definitely following the public meeting. If it is determined that a contested case hearing is going to be held, we will provide you with the scope of services necessary to go through this process. We can also assist you in obtaining legal counsel as necessary to represent the city before any hearing judge appointed by TCEQ. Again, this will only be necessary if individuals with "affected party" status as deemed by TCEQ request a contested hearing.

Enclosed with this letter is our proposed engineering services contract. Please have this contract signed as required, and return one signed contract to me. This letter also serves as our Notice to Proceed. Sign where indicated below and return one copy to me of your authorization to proceed.

I hope this addresses all your questions. Please feel free to call me directly at 806-473-3526.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Robert H. (Holly) Holder, P.E.
Sector Director – Public Works

RHH/f

Enclosures: Contract (2 originals)
R:\Clerical\AGREE\2014\City of Big Spring\JWomack_5.28.14_rhh.doc
cc: Nicholas Ybarra, P.E., PSC

Authorized Notice-to-Proceed

Johnny Womack
Public Works Director
City of Big Spring

**AGREEMENT
BETWEEN CITY OF BIG SPRING
AND
PARKHILL, SMITH & COOPER, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, _____ ("Effective Date")
between City of Big Spring ("OWNER") and Parkhill, Smith & Cooper, Inc. ("ENGINEER").

OWNER intends to permit a new landfill facility. The permitting will occur in three phases. In Phase 1, Part I of the landfill permit document will be completed. Part I is comprised of information on the proposed site's existing conditions and site layout design. Phase 2 will include completion of the geotechnical bores, geology study, archaeology/historical/endangered species study and site survey. Phase 3, Site Development Plan, consists of completing Parts II-IV of the landfill document and TCEQ review. Parts II-IV consist of existing conditions summary, supplementary technical report and the site operating plan, respectively. Engineer will provide all correspondence with TCEQ. Phase 4, only required in the event of a contested permit application, includes engineers time to prepare exhibits and attend TCEQ hearings as necessary.
("Project").

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A - Part 1.
- C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit C.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein.
- B. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including, design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any, budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- E. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of

performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

F. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A - Part 2 of the Agreement as required.

G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property, as required for ENGINEER to perform services under the Agreement.

H. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely, decisions pertaining thereto.

I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may, be necessary for completion of each phase of the Project.

J. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

K. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof unless authorized as Additional Services under Exhibit A - Part 2.

ARTICLE 3-TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or

specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in this scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Basic Services and Additional Services of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A - Part 1, as set forth in Exhibit B.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A - Part 2, as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit B.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.

C. *Payments Upon Termination.* In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit B for all services performed or furnished and all expenses incurred through the effective date of termination.

D. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER.

E. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by

OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence

the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER in any way contingent upon the ENGINEERs signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

K. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee, C-700 (2007 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A - Part 1.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text,

data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER'S Consultants.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain the following insurance: Worker's Compensation, General Liability and Professional Liability.

B. At OWNER's request ENGINEER shall deliver certificates of insurance evidencing the coverage. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of this agreement.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER'S Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the OWNER and ENGINEER agree that any dispute between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.11 Allocation of Risks

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services", including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent of asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A - Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor concerning the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Construction Contract Times*--The numbers of days or the dates stated in the Construction Agreement to:

(i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet

the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Direct Expenses*--The expenses incurred directly by ENGINEER in connection with the performing of Basic Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, telephone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

20. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

21. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

22. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Engineer's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

25. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

27. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *PCB's*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

33. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

34. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing of Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, to include but not limited to fax, reproduction, travel, telephone, meals and lodging, CAD charges, field supplies, models, renderings, photos, and postage.

35. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit C.

36. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

37. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

38. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

39. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

40. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8-EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services", consisting of 3 pages.
- B. Exhibit B, "Payments to Engineer", consisting of 3 pages.
- C. Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages.
- D. Exhibit D, "Notice of Acceptability of Work", consisting of 2 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 26 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the Effective Date of which is indicated on page 1

OWNER: CITY OF BIG SPRING

ENGINEER: PARKHILL, SMITH & COOPER, INC.

By: Todd Darden


By: Robert H. (Holly) Holder, P.E.

Title: City Manager

Title: Firm Principal

Date Signed: _____

Date Signed: May 29, 2014

Address for giving notices:

Address for giving notices:

310 Nolan Street

4222 85th St.

Big Spring, Texas 79720-2657

Lubbock, Texas 79423

IN DUPLICATE

**EXHIBIT A
ENGINEER'S SERVICES**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and authorized Additional Services as set forth below.

EXHIBIT A - PART 1 -- BASIC SERVICES

AI.01 Phase 1

A. ENGINEER shall:

1. Prepare a Part I of the permit (the "Permit") which will contain the following items:
 - a. Facility Location
 - b. General Location Maps
 - c. Topographic Map
 - d. Land Ownership Map and List
 - e. Property Owner Information
 - f. Site Legal Description
 - g. Legal Authority of Applicant
 - h. Evidence of Competency of Operator
 - i. Engineer's Appointment
 - j. Financial Assessment

AI.02 Phase 2

A. ENGINEER shall:

1. Obtain necessary geotechnical, geology, archaeological, biological and survey information as described below:
 - a. W.C. Hamilton Engineering Inc. to perform geotechnical site investigation and reporting.
 - b. The Carel Corporation to perform a hydro-geology and general geology study.
 - c. Cox|McClain Environmental Consulting to perform archaeological/historical investigation and report, endangered species study and report.
 - d. Piper Surveying CO. to perform a metes-and-bounds description of the property.
 - e. Dallas Aerial Survey to perform an aerial topographic recon and survey for the property with site features and surface contours in accordance with TCEQ regulations.

A 1.03 Phase 3

A. ENGINEER shall:

1. Prepare a Part II of the permit Site Development Plan (the "Permit") which will contain the following items:
 - a. Existing Conditions Summary
 - b. Waste Acceptance Plan
 - c. Population and Waste Projections
 - d. General Location Maps
 - e. Facility Layout Maps
 - f. General Topographic Map
 - g. Aerial Photographs

- h. Land Use Map
- i. Impact on Surrounding Area
- j. Transportation Study
 - 1) Adequacy of Roads
 - 2) Vehicular Traffic Data
 - 3) Projected Volume of Traffic
 - 4) Coordination
 - 5) Airport Impact Study
- k. General Geology & Soils Statement
 - 1) Geology and Soils of Proposed Site
 - 2) Identify Fault Areas
 - 3) Identify Seismic Areas
 - 4) Identify Unstable Zones
- l. Groundwater & Surface Water
 - 1) Site Specific Groundwater Conditions
 - 2) Surface Water Conditions
 - 3) Storm Water Permitting Requirements
- m. Abandoned Oil & Water Wells
 - 1) Identify Water Wells
 - 2) Identify Oil Wells
- n. Floodplains & Wetlands Statement & Map
- o. Endangered or Threatened Species
- p. Texas Historical Commission Review
- q. Council of Governments Review

2. Prepare a Part III of the permit (the "Permit") which will contain the following items:

- a. Supplementary Technical Report
- b. General Facility Design
 - 1) Facility Access
 - 2) Waste Movement
 - 3) Fill Cross Sections
 - 4) Sanitation
 - 5) Water Pollution Control
 - 6) Endangered Species Protection
- c. Surface Water Drainage Report
 - 1) Drainage Analysis
 - 2) Flood Control & Analysis
 - 3) Soil Loss Analysis
- d. Waste Management Unit Design
 - 1) Landfill Units
 - 2) Liner Quality Control Plan
- e. Groundwater Sampling & Analysis Plan
 - 1) Plans and Engineering Report
 - 2) Hazardous Constituents Report
 - 3) Groundwater Characterization Report

- f. Landfill Gas Management Plan
 - 1) Gas Monitoring Plan
 - 2) Design and Plans
 - g. Closure Plan
 - 1) Water Balance Cap Modeling
 - h. Post-Closure Plan
 - i. Closure Cost Estimate
 - j. Post-Closure Cost Estimate
3. Prepare a Part IV of the permit (the "Permit") which will contain the following items:
- a. Site Operating Plan
 - 1) General Plan
 - 2) Pre-Operation Notice
 - 3) Recordkeeping Requirements
 - 4) Site Operating Plan
 - 5) Fire Protection
 - 6) Access Control
 - 7) Unloading of Waste
 - 8) Facility Operating Hours
 - 9) Site Signage
 - 10) Control of Windblown Solid Waste and Litter
 - 11) Easements and Buffer Zones
 - 12) Landfill Markers and Benchmark
 - 13) Materials along the Route to the Site
 - 14) Disposal of Large Items
 - 15) Odor Management Plan
 - 16) Disease Vector Control
 - 17) Site Access Roads
 - 18) Salvaging and Scavenging
 - 19) Endangered Species Protection
 - 20) Landfill Gas Control
 - 21) Oil, Gas, and Water Wells
 - 22) Compaction
 - 23) Landfill Cover
 - 24) Poned Water
 - 25) Disposal of Special Wastes
 - 26) Disposal of Industrial Wastes
 - 27) Visual Screening of Deposited Waste
4. Submit the Permit to TCEQ on behalf of the OWNER.
5. Coordinate with TCEQ and respond to all Notices of Deficiency that are issued for the Permit. This will include attending two (2) review meetings with the client and one (1) public meeting to be conducted in Big Spring.

EXHIBIT A - PART 2 -- ADDITIONAL SERVICES

A 2.01 Phase 4

- A. ENGINEER shall prepare exhibits and attend TCEQ hearings as required.

**EXHIBIT B
PAYMENTS TO ENGINEER
LUMP SUM METHOD**

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

B4.01 For Basic Services Having A Determined Scope--Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A-Part 1, as follows:

1. A Lump Sum amount of \$ 592,400 based on the following distribution of compensation:

a. Phase 1	\$ <u>29,500</u>
b. Phase 2	\$ <u>288,100</u>
c. Phase 3	\$ <u>274,800</u>

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Direct Expenses.

3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding 36 months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

5. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A - Part 1, the ENGINEER shall be compensated an additional amount equal to \$ * for all Basic Services for each prime contract added.

*To be negotiated if required.

B4.02 For Authorized Additional Services --Standard Hourly Rates Method of Payment.

A. OWNER shall pay ENGINEER for authorized Additional Services set forth in Exhibit A - Part 2 as follows:

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, on the basis of cost times a factor of 1.10.

B. The hourly rate schedule will be adjusted each January 1st to reflect cost of living adjustments.

APPENDIX 1
CURRENT HOURLY RATE SCHEDULE

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2014

Client: City of Big Spring
 Project: Big Spring MSW LF New Site
 Agreement Date: May 2014

January 1, 2014

<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	\$210.00
Civil & Structural	\$205.00
Architect, Landscape & Interior	\$194.00
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	\$193.00
Civil & Structural	\$186.00
Architect, Landscape & Interior	\$164.00
PROFESSIONAL LEVEL V	
Mechanical & Electrical	\$171.00
Civil & Structural	\$167.00
Architect, Landscape & Interior	\$152.00
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	\$140.00
Civil & Structural	\$137.00
Architect, Landscape & Interior	\$127.00
Resident Project Representative	\$127.00
Technologist	\$123.00
PROFESSIONAL LEVEL III	
Mechanical & Electrical	\$118.00
Civil & Structural	\$115.00
Architect, Landscape & Interior	\$107.00
Resident Project Representative	\$107.00
Technologist	\$107.00

<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL II	
Mechanical & Electrical	\$99.00
Civil & Structural	\$98.00
Architect, Landscape & Interior	\$95.00
Technologist	\$95.00
Resident Project Representative	\$95.00
Administrative	\$95.00
PROFESSIONAL LEVEL I	
Intern	\$87.00
Technologist	
Resident Project Representative	
Administrative	
SUPPORT STAFF III	
Technician	\$84.00
CADD	
Project Assistant	
Administrative	
SUPPORT STAFF II	
Technician	\$76.00
CADD	
Administrative Secretary	
Project Assistant EL	
Administrative	
SUPPORT STAFF I	
Student EL	\$44.00
CADD EL	
Administrative EL	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2014 through December 31, 2014. After December 31, 2014, invoices will reflect the Schedule of Charges currently in effect.

**EXHIBIT C
DUTIES, RESPONSIBILITIES, AND LIMITATIONS
OF AUTHORITY
OF RESIDENT PROJECT REPRESENTATIVE**

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

C6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit C may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples.*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT D

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: CITY OF BIG SPRING – MUNICIPAL SOLID WASTE LANDFILL NEW SITE

OWNER: CITY OF BIG SPRING

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER: PARKHILL, SMITH & COOPER, INC.

To: OWNER

And To: CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

PROJECT BUDGETS BY PHASE

**PHASE 1
PART I OF PERMIT**

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF New Site
 JOB NO.: TBD
 TASK: 1
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: NNY
 PRINCIPAL: RHH
 PROJ. MANAGER: NNY

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$29,500</u>	LABOR: <u>\$28,167</u>
LABOR: <u>\$28,167</u>	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: <u>\$28,167</u>
REIMB. CONSULTANTS: _____	
REIMB. EXPENSES: <u>\$1,212</u>	REIMB. FEE: <u>\$1,333</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$29,500</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	33	\$6,765
03	Engineer	58	\$7,946
07	Engineer in Training	72	\$7,704
08	Engineering Technologist	44	\$4,708
18	Clerical/PASS	12	\$1,044
	#N/A		
	#N/A		

FEE ESTIMATING SHEET	PROJECT: 3ig Spring MSWLF New Sit	JOB NO.:	TBD	TASK:	1
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TASK	Trips	CATEGORY OF PERSONNEL					TOTAL
		FP 01	ENG 03	EIT 07	ENG TECHNC 08	CLERICAL 18	
		\$205.00	\$137.00	\$107.00	\$107.00	\$87.00	
Application Content - Part I	2						
TCEQ Part I Form		1	2	4			7
Facility Location		1	4	8			13
General Location Maps		1	2	4	8		15
Topographic Map		1	4	8	12	1	26
Land Ownership Map and List		1	4	8	8	1	22
Property Owner Information		1	2	4	8	1	16
Site Legal Description		1	2	4	8	1	16
Property Owner Affidavit		1	2	4		1	8
Legal Authority of Applicant		1	2	4		1	8
Evidence of Competency of Operator		1	4	8		1	14
Engineer's Appointment		1	2	4		1	8
Financial Assesment		2	8	12			22
Project Management		20	20			4	44
BUDGET SUBTOTALS:	HOURS/ Trips -	33	58	72	44	12	219
	SALARY	\$6,765	\$7,946	\$7,704	\$4,708	\$1,044	\$28,167

FEE ESTIMATING SHEET		PROJECT: Big Spring MSWLF New Sit	JOB NO.: TBD	TASK: 1
REIMBURSABLES				
REIMBURSABLE CONSULTANT COSTS				SUBTOTAL
511 Structural Consultant				
512 Mech/Elec Consultant				
513 Environ/Civil Consultant				
514 Architectural Consultant				
515 Testing Consultant				
516 Surveying Consultant				
518 Other Consultant				
TOTAL REIMBURSABLE CONSULTANTS				
REIMBURSABLE EXPENSES				
521 Travel				
Motel	Days @	Men @	/Manday	=
Air Travel	Air Fare @	Men @	/Man	=
Parking	Days @		/Day	=
Car Rental	4 Days @	\$100.00	/Day	= \$400.00
Mileage	Miles @	@	Trips	=
SUBTOTAL				\$400
522 Reproductions				
Blackline Prints				
34" x 22"		Shts @	\$2.25 /Sht @	Sets =
36" x 24"		Shts @	\$2.55 /Sht @	Sets =
42" x 30"		Shts @	\$3.00 /Sht @	Sets =
Other		sf @	\$0.35 /sf @	Sets =
Printing:				
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =
8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @	Sets =
8-1/2" x 11" Color	20	Originals @	\$0.50 /Sht @	24 Sets = \$240.00
11" x 17" B&W		Originals @	\$0.16 /Sht @	Sets =
11" x 17" Color	6	Originals @	\$1.00 /Sht @	24 Sets = \$144.00
Binding Cost	24	Sets @	\$2.00 /Set	= \$48.00
Laminating		Shts @	\$2.00 /Sht	=
Scan to file				
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=
Scan Specs		Originals @	\$0.15 /Sht	=
Scan Drawings		Originals @	\$1.50 /Sht	=
SUBTOTAL				\$432
523 Models/Renderings/Photos				
		Shots @	/Shot	
524 Telephone	32 Calls @	\$2.50	/Call	\$80
525 Meals				
	Days @	Men @	/Manday	
526 Field Supplies				
528 Postage	10 Mailings @	\$30.00	/Mailing	\$300
529 Publications				
530 Misc Reimbursable Exp				
531 Fax	Pages @			
532 Temporary Personnel				
533 Drafting Supplies				
534 Office Supplies				
535 CADD	Hours @		/Hour	
536 Field Equip Rental				
537 Interior Design Items				
539 NM Gross Receipt Tax				
547 Computer Supplies				
TOTAL REIMBURSABLE EXPENSES				\$1,212

**PHASE 2
SUBCONSULTANT REIMBURSABLES**

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF New Site
 JOB NO.: TBD
 TASK: 6
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: NNY
 PRINCIPAL: RHH
 PROJ. MANAGER: NNY

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$288,100</u>	LABOR: _____
LABOR: _____	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: _____
REIMB. CONSULTANTS: <u>\$261,909</u>	
REIMB. EXPENSES: _____	REIMB. FEE: <u>\$288,100</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$288,100</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
08	Engineering Technologist		
18	Clerical/PASS		
	#N/A		
	#N/A		

SALARY	CATEGORY OF PERSONNEL RATE PER HOUR
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TASK	FP 01	ENG 03	ENG 03	ENG TECHNC 08	CLERICAL 18	
Trips	\$205.00	\$167.00	\$137.00	\$107.00	\$87.00	TOTAL
<p>No PSC Labor; Reim Subs Only See reimbursable sheet</p>						

BUDGET SUBTOTALS:	HOURS/	Trips -	SALARY		
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FEE ESTIMATING SHEET		PROJECT: Big Spring MSWLF New Sit	JOB NO.: TBD	TASK: 6
REIMBURSABLES				
REIMBURSABLE CONSULTANT COSTS				SUBTOTAL
513 Geotechnical Consultant				\$150,000
513 Archaeology/Historical/Endangered Species Consultant				\$33,000
513 Geology Consultant				\$61,740
516 Surveying Consultant				\$10,450
516 Surveying Consultant				\$6,719
TOTAL REIMBURSABLE CONSULTANTS				\$261,909
REIMBURSABLE EXPENSES				
521 Travel				
Motel	Days @	Men @	/Manday	=
Air Travel	Air Fare @	Men @	/Man	=
Parking	Days @		/Day	=
Car Rental	Days @		/Day	=
Mileage	Miles @	\$0.565 @	Trips	=
				SUBTOTAL
522 Reproductions				
Blackline Prints				
34" x 22"		Shts @	\$2.25 /Sht @	Sets =
36" x 24"		Shts @	\$2.55 /Sht @	Sets =
42" x 30"		Shts @	\$3.00 /Sht @	Sets =
Other		sf @	\$0.35 /sf @	Sets =
Printing:				
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =
8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @	Sets =
8-1/2" x 11" Color		Originals @	\$0.50 /Sht @	Sets =
11" x 17" B&W		Originals @	\$0.16 /Sht @	Sets =
11" x 17" Color		Originals @	\$1.00 /Sht @	Sets =
Binding Cost		Sets @	\$2.00 /Set	=
Laminating		Shts @	\$2.00 /Sht	=
Scan to file				
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=
Scan Specs		Originals @	\$0.15 /Sht	=
Scan Drawings		Originals @	\$1.50 /Sht	=
				SUBTOTAL
523 Models/Renderings/Photos		Shots @	/Shot	
524 Telephone	Calls @		/Call	
525 Meals	Days @	Men @	/Manday	
526 Field Supplies				
528 Postage	Mailings @		/Mailing	
529 Publications				
530 Misc Reimbursable Exp				
531 Fax	Pages @			
532 Temporary Personnel				
533 Drafting Supplies				
534 Office Supplies				
535 CADD	Hours @		/Hour	
536 Field Equip Rental				
537 Interior Design Items				
539 NM Gross Receipt Tax				
547 Computer Supplies				
TOTAL REIMBURSABLE EXPENSES				

**PHASE 3
SITE DEVELOPMENT PLAN**

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF New Site
 JOB NO.: TBD
 TASK: 2
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: NNY
 PRINCIPAL: RHH
 PROJ. MANAGER: NNY

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$74,717</u> LABOR: <u>\$73,100</u> OVERHEAD: _____ REIMB. CONSULTANTS: _____ REIMB. EXPENSES: <u>\$1,470</u> DIRECT CONSULTANTS: _____ DIRECT EXPENSES: _____	LABOR: <u>\$73,100</u> DIRECTS: _____ SUBTOTAL: <u>\$73,100</u> REIMB. FEE: <u>\$1,617</u> TOTAL FEE: <u>\$74,717</u>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	73	\$14,965
03	Engineer	125	\$17,125
07	Engineer in Training	218	\$23,326
08	Engineering Technologist	136	\$14,552
18	Clerical/PASS	36	\$3,132
	#N/A		
	#N/A		

FEE ESTIMATING SHEET	PROJECT: 3ig Spring MSWLF New Sit	JOB NO.:	TBD	TASK:	2
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TASK	Trips	CATEGORY OF PERSONNEL					TOTAL
		FP 01	ENG 03	EIT 07	ENG TECHNC 08	CLERICAL 18	
		\$205.00	\$137.00	\$107.00	\$107.00	\$87.00	
Application Content - Part II							
Existing Conditions Summary		2	6	12		2	22
Waste Acceptance Plan		2	4	8		2	16
Population and Waste Projections		2	4	8			14
General Location Maps (Approx. 12)		2	8	12	24		46
Facility Layout Maps		2	8	12	24		46
General Topographic Map		1	2	4	4		11
Aerial Photographs		1	2	4	4		11
Land Use Map		2	8	12	20		42
Impact on Surrounding Area		2	8	12	20	2	44
Transportation Study	2					4	4
Adequacy of Roads		1	2	4			7
Vehicular Traffic Data		2	6	12			20
Projected Volume of Traffic		2	6	12			20
Coordination		2	4	8	4		18
Airport Impact Study		2	4	8	4		18
General Geology & Soils Statement	2					4	4
Geology and Soils of Proposed Site		2	3	6			11
Identify Fault Areas		1	2	4	4		11
Identify Seismic Areas		1	2	4	4		11
Identify Unstable Zones		1	2	4	4		11
Groundwater & Surface Water		1	3	6		4	14
Site Specific Groundwater Conditions		1	2	4			7
Surface Water Conditions		1	2	4			7
Storm Water Permitting Requirements		2	4	8			14
Abandoned Oil & Water Wells		1	3	6		4	14
Identify Water Wells		1	3	6	4		14
Identify Oil Wells		1	3	6	4	2	16
Floodplains & Wetlands Statement & Map		1	4	8	4	2	19
Endangered or Threatened Species		2	4	8	8		22
Texas Historical Commission Review		8	8			1	17
Council of Governments Review		8	8			1	17
Project Management		16		16		8	40
BUDGET SUBTOTALS:	HOURS/ Trips -	73	125	218	136	36	588
SALARY		\$14,965	\$17,125	\$23,326	\$14,552	\$3,132	\$73,100

FEE ESTIMATING SHEET		PROJECT: Big Spring MSWLF New Sit JOB NO.: TBD		TASK: 2	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant					
516 Surveying Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Manday	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @		/Day	=	
Car Rental	8 Days @	\$100.00	/Day	=	\$800.00
Mileage	Miles @	@	Trips	=	
SUBTOTAL					\$800
522 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.25 /Sht @	Sets =	
36" x 24"		Shts @	\$2.55 /Sht @	Sets =	
42" x 30"		Shts @	\$3.00 /Sht @	Sets =	
Other		sf @	\$0.35 /sf @	Sets =	
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @	Sets =	
8-1/2" x 11" Color	50	Originals @	\$0.50 /Sht @	10 Sets =	\$250.00
11" x 17" B&W		Originals @	\$0.16 /Sht @	Sets =	
11" x 17" Color	5	Originals @	\$1.00 /Sht @	10 Sets =	\$50.00
Binding Cost	10	Sets @	\$2.00 /Set	=	\$20.00
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$320
523 Models/Renderings/Photos					
		Shots @	/Shot		
524 Telephone	10	Calls @	\$5.00 /Call		\$50
525 Meals					
	Days @	Men @	/Manday		
526 Field Supplies					
528 Postage					
	10	Mailings @	\$30.00 /Mailing		\$300
529 Publications					
530 Misc Reimbursable Exp					
531 Fax					
	Pages @				
532 Temporary Personnel					
533 Drafting Supplies					
534 Office Supplies					
535 CADD					
	Hours @		/Hour		
536 Field Equip Rental					
537 Interior Design Items					
539 NM Gross Receipt Tax					
547 Computer Supplies					
TOTAL REIMBURSABLE EXPENSES					\$1,470

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF New Site
 JOB NO.: TBD
 TASK: 3
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: NNY
 PRINCIPAL: RHH
 PROJ. MANAGER: NNY

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE:	<u>\$148,608</u>	LABOR:	<u>\$145,781</u>
LABOR:	<u>\$145,781</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$145,781</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	<u>\$2,827</u>
REIMB. EXPENSES:	<u>\$2,570</u>	TOTAL FEE:	<u>\$148,608</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	86	\$17,630
03	Engineer	251	\$34,387
07	Engineer in Training	500	\$53,500
08	Engineering Technologist	308	\$32,956
18	Clerical/PASS	84	\$7,308
	#N/A		
	#N/A		

TASK	Trips	CATEGORY OF PERSONNEL					TOTAL
		RATE PER HOUR					
		FP 01	ENG 03	EIT 07	ENG TECHNIC 08	CLERICAL 18	
		\$205.00	\$137.00	\$107.00	\$107.00	\$87.00	
Application Content - Part III	2						
Supplementary Technical Report		2	12	24	20	4	62
General Facility Design						16	16
Facility Access		1	6	8	8		23
Waste Movement		2	16	24	40		82
Fill Cross Sections		1	1	4	32		38
Sanitation		2	8	24	8		42
Water Pollution Control		1	4	8			13
Endangered Species Protection		1	4	8			13
Surface Water Drainage Report						12	12
Drainage Analysis		1	20	40	20		81
Flood Control & Analysis		1	20	40	24		85
Soil Loss Analysis		2	8	16			26
Waste Management Unit Design						8	8
Landfill Units		4	20	40	32		96
Liner Quality Control Plan		4	20	40	24		88
Groundwater Sampling & Analysis Plan							
Plans and Engineering Report		4	12	24	24		64
Hazardous Constituents Report		2	8	16	16		42
Groundwater Characterization Report		2	16	24			42
Landfill Gas Management Plan						8	8
Gas Monitoring Plan		2	10	20	12		44
Design and Plans		2	6	12	8		28
Closure Plan		2	16	32	20	4	74
Water Balance Cap Modeling		4	20	40			64
Post-Closure Plan		2	8	24	20	4	58
Closure Cost Estimate		2	8	16		4	30
Post-Closure Cost Estimate		2	8	16		4	30
Project Management		40				20	60
BUDGET SUBTOTALS:	HOURS/ Trips - 2	86	251	500	308	84	1229
	SALARY	\$17,630	\$34,387	\$53,500	\$32,956	\$7,308	#####

FEE ESTIMATING SHEET		PROJECT: Big Spring MSWLF New Sit JOB NO.: TBD		TASK: 3	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant					
516 Surveying Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @		Men @	/Manday	=
Air Travel	Air Fare @		Men @	/Man	=
Parking	Days @		/Day		=
Car Rental	4 Days @	\$100.00	/Day		= \$400.00
Mileage	Miles @		@	2 Trips	=
SUBTOTAL					\$400
522 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.25 /Sht @	Sets =	
36" x 24"		Shts @	\$2.55 /Sht @	Sets =	
42" x 30"		Shts @	\$3.00 /Sht @	Sets =	
Other		sf @	\$0.35 /sf @	Sets =	
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @	Sets =	
8-1/2" x 11" Color	300	Originals @	\$0.50 /Sht @	10 Sets =	\$1,500.00
11" x 17" B&W		Originals @	\$0.16 /Sht @	Sets =	
11" x 17" Color	30	Originals @	\$1.00 /Sht @	10 Sets =	\$300.00
Binding Cost	10	Sets @	\$2.00 /Set	=	\$20.00
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$1,820
523 Models/Renderings/Photos					
			Shots @	/Shot	
524 Telephone					
20	Calls @	\$2.50	/Call		\$50
525 Meals					
	Days @		Men @	/Manday	
526 Field Supplies					
528 Postage					
10	Mailings @	\$30.00	/Mailing		\$300
529 Publications					
530 Misc Reimbursable Exp					
531 Fax					
	Pages @				
532 Temporary Personnel					
533 Drafting Supplies					
534 Office Supplies					
535 CADD					
	Hours @		/Hour		
536 Field Equip Rental					
537 Interior Design Items					
539 NM Gross Receipt Tax					
547 Computer Supplies					
TOTAL REIMBURSABLE EXPENSES					\$2,570

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF North Expansion
 JOB NO.: TBD
 TASK: 4
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: TMM
 PRINCIPAL: RHH
 PROJ. MANAGER: TMM

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$20,276</u> LABOR: <u>\$20,100</u> OVERHEAD: _____ REIMB. CONSULTANTS: _____ REIMB. EXPENSES: <u>\$160</u> DIRECT CONSULTANTS: _____ DIRECT EXPENSES: _____	LABOR: <u>\$20,100</u> DIRECTS: _____ SUBTOTAL: <u>\$20,100</u> REIMB. FEE: <u>\$176</u> TOTAL FEE: <u>\$20,276</u>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	14	\$2,768
03	Engineer	28	\$3,836
07	Engineer in Training	108	\$11,556
08	Engineering Technologist	10	\$1,070
18	Clerical/PASS	10	\$870
	#N/A		
	#N/A		

FEE ESTIMATING SHEET	PROJECT: Spring MSWLF North Expar	JOB NO.:	TBD	TASK:	4
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TASK	CATEGORY OF PERSONNEL					TOTAL
	FP 01	ENG 03	EIT 07	ENG TECHNC 08	CLERICAL 18	
	\$205.00	\$137.00	\$107.00	\$107.00	\$87.00	
Application Content - Part IV						
Site Operating Plan				10	10	20
General	0.5	1	4			6
Pre-Operation Notice	0.5	1	4			6
Recordkeeping Requirements	0.5	1	4			6
Site Operating Plan	0.5	1	4			6
Fire Protection	0.5	1	4			6
Access Control	0.5	1	4			6
Unloading of Waste	0.5	1	4			6
Facility Operating Hours	0.5	1	4			6
Site Sign	0.5	1	4			6
Control of Windblown Solid Waste and Litter	0.5	1	4			6
Easements and Buffer Zones	0.5	1	4			6
Landfill Markers and Benchmark	0.5	1	4			6
Materials Along the Route to the Site	0.5	1	4			6
Disposal of Large Items	0.5	1	4			6
Odor Management Plan	0.5	1	4			6
Disease Vector Control	0.5	1	4			6
Site Access Roads	0.5	1	4			6
Salvaging and Scavenging	0.5	1	4			6
Endangered Species Protection	0.5	1	4			6
Landfill Gas Control	0.5	1	4			6
Oil, Gas, and Water Wells	0.5	1	4			6
Compaction	0.5	1	4			6
Landfill Cover	0.5	1	4			6
Ponded Water	0.5	1	4			6
Disposal of Special Wastes	0.5	1	4			6
Disposal of Industrial Wastes	0.5	1	4			6
Visual Screening of Deposited Waste	0.5	1	4			6
Project Management		1				1
BUDGET SUBTOTALS:	HOURS/	Trips -				
SALARY	14	28	108	10	10	170
	\$2,768	\$3,836	\$11,556	\$1,070	\$870	\$20,100

FEE ESTIMATING SHEET		PROJECT: Big Spring MSWLF North E JOB NO.: TBD	TASK: 4
REIMBURSABLES			
REIMBURSABLE CONSULTANT COSTS			SUBTOTAL
511 Structural Consultant			
512 Mech/Elec Consultant			
513 Environ/Civil Consultant			
514 Architectural Consultant			
515 Testing Consultant			
516 Surveying Consultant			
518 Other Consultant			
TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES			
521 Travel			
Motel	Days @	Men @	/Manday =
Air Travel	Air Fare @	Men @	/Man =
Parking	Days @	/Day	=
Car Rental	Days @	/Day	=
Mileage	Miles @	\$0.565 @	Trips =
			SUBTOTAL
522 Reproductions			
Blackline Prints			
34" x 22"	Shts @	\$2.25 /Sht @	Sets =
36" x 24"	Shts @	\$2.55 /Sht @	Sets =
42" x 30	Shts @	\$3.00 /Sht @	Sets =
Other	sf @	\$0.35 /sf @	Sets =
Printing:			
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =
8-1/2" x 11" B&W	50 Originals @	\$0.08 /Sht @	10 Sets = \$40.00
8-1/2" x 11" Color	Originals @	\$0.50 /Sht @	Sets =
11" x 17" B&W	Originals @	\$0.16 /Sht @	Sets =
11" x 17" Color	Originals @	\$1.00 /Sht @	Sets =
Binding Cost	10 Sets @	\$2.00 /Set	= \$20.00
Laminating	Shts @	\$2.00 /Sht	=
Scan to file			
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=
Scan Specs	Originals @	\$0.15 /Sht	=
Scan Drawings	Originals @	\$1.50 /Sht	=
			SUBTOTAL
			\$60
523 Models/Renderings/Photos			
	Shots @	/Shot	
524 Telephone			
	Calls @	/Call	
525 Meals			
	Days @	Men @	/Manday
526 Field Supplies			
528 Postage			
	10 Mailings @	\$10.00 /Mailing	\$100
529 Publications			
530 Misc Reimbursable Exp			
531 Fax			
	Pages @		
532 Temporary Personnel			
533 Drafting Supplies			
534 Office Supplies			
535 CADD			
	Hours @	/Hour	
536 Field Equip Rental			
537 Interior Design Items			
539 NM Gross Receipt Tax			
547 Computer Supplies			
TOTAL REIMBURSABLE EXPENSES			\$160

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Big Spring MSWLF New Site
 JOB NO.: TBD
 TASK: 5
 DATE: 05/28/14

FEE TYPE: Lump Sum
 PREPARED BY: NNY
 PRINCIPAL: RHH
 PROJ. MANAGER: NNY

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 10.00%
 PROFIT ON DIRECTS: 10.00%

TOTAL FEE: <u>\$31,199</u> LABOR: <u>\$30,690</u> OVERHEAD: _____ REIMB. CONSULTANTS: _____ REIMB. EXPENSES: <u>\$463</u> DIRECT CONSULTANTS: _____ DIRECT EXPENSES: _____	LABOR: <u>\$30,690</u> DIRECTS: _____ SUBTOTAL: <u>\$30,690</u> REIMB. FEE: <u>\$509</u> TOTAL FEE: <u>\$31,199</u>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	46	\$9,430
03	Engineer	76	\$10,412
07	Engineer in Training	80	\$8,560
08	Engineering Technologist	10	\$1,070
18	Clerical/PASS	14	\$1,218
	#N/A		
	#N/A		

SALARY		CATEGORY OF PERSONNEL					TOTAL
		RATE PER HOUR					
TASK		FP 01	ENG 03	EIT 07	ENG TECHNC 08	CLERICAL 18	
	Trips	\$205.00	\$137.00	\$107.00	\$107.00	\$87.00	
TCEQ Review							
Administrative Review		1	10	20	5	4	40
Technical Review		1	10	20	5	4	40
NOD Response		4	16	32		4	56
Public Meeting	1	8	8	8		2	26
Client Review Meetings	2	20	20				40
Project Management		12	12				24
BUDGET SUBTOTALS:		HOURS/	Trips -				
		46	76	80	10	14	226
	SALARY	\$9,430	\$10,412	\$8,560	\$1,070	\$1,218	\$30,690

FEE ESTIMATING SHEET		PROJECT:	Big Spring MSWLF New Sit	JOB NO.:	TBD	TASK:	5
REIMBURSABLES							
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511	Structural Consultant						
512	Mech/Elec Consultant						
513	Environ/Civil Consultant						
514	Architectural Consultant						
515	Testing Consultant						
516	Surveying Consultant						
518	Other Consultant						
TOTAL REIMBURSABLE CONSULTANTS							
REIMBURSABLE EXPENSES							
521	Travel						
	Motel	Days @		Men @	/Manday	=	
	Air Travel	Air Fare @		Men @	/Man	=	
	Parking	Days @		/Day		=	
	Car Rental	4 Days @	\$100.00	/Day		=	\$400.00
	Mileage	Miles @	\$0.565	@	3 Trips	=	
SUBTOTAL							\$400
522	Reproductions						
	Blackline Prints						
	34" x 22"		Shts @	\$2.25 /Sht @		Sets =	
	36" x 24"		Shts @	\$2.55 /Sht @		Sets =	
	42" x 30		Shts @	\$3.00 /Sht @		Sets =	
	Other		sf @	\$0.35 /sf @		Sets =	
	Printing:						
	Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =	
	8-1/2" x 11" B&W		Originals @	\$0.08 /Sht @		Sets =	
	8-1/2" x 11" Color		Originals @	\$0.50 /Sht @		Sets =	
	11" x 17" B&W		Originals @	\$0.16 /Sht @		Sets =	
	11" x 17" Color		Originals @	\$1.00 /Sht @		Sets =	
	Binding Cost		Sets @	\$2.00 /Set		=	
	Laminating		Shts @	\$2.00 /Sht		=	
	Scan to file						
	Burn to CD/DVD		CD/DVD @	\$13.50 /each		=	
	Scan Specs		Originals @	\$0.15 /Sht		=	
	Scan Drawings		Originals @	\$1.50 /Sht		=	
SUBTOTAL							
523	Models/Renderings/Photos						
			Shots @		/Shot		
524	Telephone	25 Calls @	\$2.50	/Call			\$63
525	Meals	Days @		Men @	/Manday		
526	Field Supplies						
528	Postage	Mailings @		/Mailing			
529	Publications						
530	Misc Reimbursable Exp						
531	Fax	Pages @					
532	Temporary Personnel						
533	Drafting Supplies						
534	Office Supplies						
535	CADD	Hours @		/Hour			
536	Field Equip Rental						
537	Interior Design Items						
539	NM Gross Receipt Tax						
547	Computer Supplies						
TOTAL REIMBURSABLE EXPENSES							\$463