

CITY COUNCIL AGENDA

**City of Big Spring
Tuesday, July 9, 2013**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 9, 2013, 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.

Presentations & Public Hearings

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

- | | | | |
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| 2. | Minutes of the Regular Meeting of June 25, 2013 | 5-10 | Davis |
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Consent Items

- | | | | |
|----|---|-------|----------|
| 3. | Final Reading of an Ordinance Amending the Zoning Ordinance by Changing the Zoning from Single Family-1 (SF-1) to Light Commercial (LC) for the Property Located at 706 W. Marcy Street Described as Section 6, Block 32, 1-S, Howard County, Big Spring, Texas; Providing a Severability Clause; and Providing an Effective Date | 11 | Browning |
| 4. | Acceptance of McMahon-Wrinkle Airpark Development Board Minutes for Meeting of May 23, 2013 | 12-13 | Little |

Bids

- | | | | |
|----|--|-------|--------|
| 5. | Permission to Advertise for the Contract "A" Portion of the Wastewater Treatment Plant Upgrade Project | 14 | Womack |
| 6. | Award Bid for Shade Structures at Roy Anderson Sports Complex | 15-16 | Walker |

Routine Business

7. Vouchers for 06/27/13 \$ 1,349,399.77 McDonald

New Business

8. Election of Mayor Pro Tem McLellan
9. Emergency Reading of a Resolution Authorizing the Mayor to Enter into an Interlocal Agreement with Howard County for Reallocation of Funds from the Justice Assistance Grant Program Award and for the County to Use the Funds for the Combined Law Enforcement Technology Program 17-19 Williams
10. Emergency Reading of an Ordinance Extending a Moratorium on Permitting of Modular or Industrialized Housing Units and Developments and the Use of Travel Trailers or Recreational Vehicles as Living Quarters for Extended Periods within the City Limits in Order to Allow for Review and Consideration of Regulations and Appropriate Placement of Such Housing, with such Moratorium to be Effective for up to Thirty Days Beginning July 21, 2013; Providing for the Repeal of Ordinances in Conflict Herewith; Providing an Effective Date; and Providing for Severability 20-22 Sjogren
11. First Reading of an Ordinance Amending the Zoning Ordinance of the City of Big Spring by Amending Article 2 Entitled "Definitions" by Providing Definitions for "Temporary Workforce Housing" Designated as Definition 77A, "Intermodal Shipping Container" Designated as Definition 69A (and Prohibiting Use of Intermodal Shipping Containers as Living Quarters) and "Modular Housing" Designated as Definition 81A; Amending Article 7 Entitled, "Special Applications, " Section 7-1(a)(9) "Temporary Workforce Housing" in Order to Provide for Regulation of Temporary Workforce Housing; and Amending Section 7-2 Entitled "Specific Use Permits," Subsection B, "Without Term Uses," by Amending Number 35 "Mobile/Manufactured Home Park" in Order to Designate Where Such Uses are Allowed; Amending Article 8, "Supplemental Use Standards" by Adding Section 8-7 "Temporary Use Permit for Travel Trailers and Recreational Vehicles as Living Quarters"; Providing for Severability; Providing for a Maximum Penalty of \$2,000.00; Establishing an Effective Date; and Providing for Publication 23-25 Browning

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|-----|--|-------|---------|
| 12. | First Reading of an Ordinance Amending the City Code of Ordinances By Amending Chapter 11 Entitled "Garbage and Other Refuse," Article 2 Entitled "Charges for City Collection of Municipal Solid Waste and Balefill," By Renaming Article 2; Amending Section 11-6 Entitled "Collection by City Generally; Private Collection of Brush, Etc." to Require Disposal at the Landfill; Amending Section 11-8.(1) Entitled "Collection Charges for Municipal Solid Waste," by Renaming it and By Amending Subsections (F) Through (H) in Order to Provide for New Landfill Charges for the City Landfill; Providing a Severability Clause; Providing for a Maximum Penalty of \$1,000.00; Repealing Ordinances in Conflict Herewith; Providing for Publication and Providing an Effective Date | 26-28 | Womack |
| 13 | First Reading of an Ordinance Authorizing and Directing the City Manager to Designate the Placement of Stop Signs on Settles Street Which in Conjunction with the Existing Stop Signs Regulating Circle Street Will Create a 4-Way Stop Controlled Intersection; Providing for Severability; Providing for a Penalty in Accordance with State Law; Providing for Publication and an Effective Date | 29 | Walker |
| 14. | Discussion and Consideration of Annexing the City Owned Property Generally Located at the Intersection of Willard Street and Parkway Drive and More Particularly Described as Forty Acres of Land Out of the East Half of the West Half of Section Thirteen, Block 33, Township One South, T & P Railroad Survey in Howard County, Texas; Authorizing the Mayor to Execute Any Necessary Documents for the City to Annex the Property and Directing Staff to Prepare a Service Plan for Extension of Municipal Services to the Area and to Perform Any Other Functions Necessary to Accomplish the Annexation | | Sjogren |
| 15. | Approval of an Agreement with Parkhill, Smith & Cooper, Inc. for Professional Services to Coordinate with TxDOT and Prepare Relocation Plans for the Water Line Crossing US 87 Reliever Route at Ash Street and Authorize the Mayor to Execute Any Necessary Documents | 30-51 | Darden |

Interim City Manager's Report

- | | | | |
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| 16. | Advertizing for Chief of Police | | Darden |
|-----|---------------------------------|--|--------|

Council Input

- | | | | |
|-----|-------|--|----------|
| 17. | Input | | McLellan |
|-----|-------|--|----------|

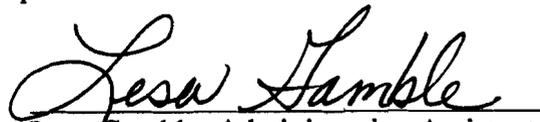
Executive Session

- 18. **Quarterly Update** – Executive Session with the Executive Director of the Big Spring Economic Development Corporation under the Provisions of Title 5, Texas Government Code, Section 551.087 to Discuss or Deliberate Commercial or Financial Information Concerning Entities that the City Seeks to have Locate, Stay, or Expand in or Near the City and with Which the City and Big Spring Economic Development Corporation are Conducting Economic Development Negotiations; and Under Title 5, Texas Government Code, Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property McLellan

- 19. Reconvene in Open Session and Take Any Necessary Action McLellan

- 20. 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, July 5, 2013 at 6:00 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

July _____, 2013 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., June 25, 2013, with the following members present:

LARRY McLELLAN	Mayor
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

(Councilmember Fernandez was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Carrigan gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and State Flags.

PUBLIC HEARING – ZONE CHANGE FROM SINGLE FAMILY TO LIGHT COMMERCIAL FOR THE PROPERTY LOCATED AT 706 W. MARCY STREET DESCRIBED AS SECTION 6, BLOCK 32, 1-S, HOWARD COUNTY, BIG SPRING, TEXAS

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to open the public hearing. After a brief discussion and no comments from Council or citizens, motion was made by Councilmember Carrigan, seconded by Councilmember Harbour with all members of the Council voting “aye” to close the public hearing.

PRESENTATION FROM “KEEP TEXAS BEAUTIFUL”

Johnny Womack, Interim Public Works Director, presented Keep Big Spring Beautiful with a Gold Star Award and Kristen Poffinbarger with the Ruthe Jackson Youth Leadership Award. Jan Hansen announced that Johnny Womack has been elected to Vice President (President-elect) of Keep Texas Beautiful.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF JUNE 11, 2013 AND SPECIAL MEETING OF JUNE 18, 2013

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving minutes of the regular meeting of June 11, 2013 and special meeting of June 18, 2013.

CONSENT ITEMS

FINAL READING OF A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES EMPOWERED TO TRANSMIT AND WITHDRAW FUNDS FROM TEXPOOL; DECLARING AN EFFECTIVE DATE

ACCEPTANCE OF HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS MINUTES FOR MEETINGS OF MAY 6, 2013 AND MAY 20, 2013

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the above listed resolution and minutes.

BIDS

AWARD BID FOR SEAL COAT 2013 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving bid for Seal Coat 2013 and authorizing the City Manager or his designee to execute any necessary documents to Ronald R. Wagner & Co., LP in the amount of \$209,420.00.

ROUTINE BUSINESS

Councilmember Carrigan reviewed the vouchers. Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving vouchers in the amount of \$1,061,005.24 (06/13/13) and \$499,477.74 (06/20/13).

NEW BUSINESS

ELECTION OF MAYOR PRO TEM

Councilmember Carrigan nominated Councilmember Fernandez. Councilmember McDonald nominated Councilmember Benavides. After a paper ballot vote of three votes for each nominee, motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving reposting this item to the next Council meeting agenda on July 9, 2013.

PRESENTATION OF PORTS-TO-PLAINS POWERPOINT UPDATE

Michael Reeves with Ports-to-Plains presented a powerpoint update on the reliever route that is expected to go around the west side of Big Spring from Interstate 20 to Highway 87.

PRESENTATION AND APPROVAL OF HOWARD COUNTY APPRAISAL DISTRICT PROPOSED 2014 BUDGET

Peggy Walker, Finance Director, presented the Howard County Appraisal District Proposed 2014 Budget with a total pro-rata budget of \$96,865.15. Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving Howard County Appraisal District Proposed 2014 Budget.

PRESENTATION BY GRASS ROOTS ENTERPRISES, LLC REGARDING COLONIAL HILLS ESTATES, REQUEST FOR ECONOMIC INCENTIVE AND DISCUSSION OF ECONOMIC DEVELOPMENT PROGRAMS

Linda Sjogren, City Attorney explained how Chapter 380 incentives could be granted if the Council decided they wanted to approve that type of economic incentive. Cody Douglas with Grass Roots Enterprises, LLC requested from the Council a couple of economic incentives to develop affordable housing in a section on the corner of Hearn and Parkway, which includes a million dollar revolving account for them to use for infrastructure, which would be repaid 100% after all homes were sold. They also requested a cash incentive of \$5,000 per home built and sold. After a lengthy discussion, there was no motion by Council and the request died for lack of a motion.

EMERGENCY READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 025-2012, WHICH ORDINANCE ADOPTED THE ANNUAL BUDGET FOR THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; PROVIDING FOR INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING CONTAINERS FOR THE SANITATION DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving an emergency reading of an ordinance

amending Ordinance Number 025-2012, which ordinance adopted the Annual Budget for the City for the Fiscal Year Beginning October 1, 2012 and ending September 30, 2013; providing for increasing the General Fund Budget for the purpose of purchasing containers for the sanitation department; providing for repeal of ordinances in conflict herewith; providing for publication; providing an effective date.

FIRST READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING FROM SINGLE FAMILY-1 (SF-1) TO LIGHT COMMERCIAL (LC) FOR THE PROPERTY LOCATED AT 706 W. MARCY STREET DESCRIBED AS SECTION 6, BLOCK 32, 1-S, HOWARD COUNTY, BIG SPRING, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Carrigan, seconded by Councilmember Benavides, with Councilmembers Harbour, Carrigan, McLellan, McDonald and Benavides voting "aye" approving first reading of an ordinance amending the Zoning Ordinance by changing the zoning from Single Family-1 (SF-1) to Light Commercial (LC) for the property located at 706 W. Marcy Street described as Section 6, Block 32, 1-S, Howard County, Big Spring, Texas; providing a severability clause; and providing an effective date. Councilmember Boyd abstained.

DISCUSSION OF LANDFILL ISSUES

Todd Darden, City Manager, explained several issues with the landfill and discussed several options with the Council such as hiring a consultant to study collection routes and possible landfill rate increases.

CONSIDERATION AND APPROVAL OF OBTAINING PROPOSALS FOR SANITATION STUDIES, INCLUDING BUT NOT LIMITED TO COLLECTION ROUTES AND WASTE STREAM STUDIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Council Harbour, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving to obtain proposals for sanitation studies, including but not limited to collection routes and waste stream studies and authorizing the City Manager to execute any necessary documents.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH CONDREY AND ASSOCIATES TO PERFORM A COMPENSATION SURVEY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving an agreement with Condrey and Associates to perform a compensation survey and authorizing the City Manager to execute any necessary documents.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF MAY 21, 2013 AND FOR SPECIAL MEETING OF MAY 28, 2013

After a brief discussion on a change within the minutes of May 21, 2013, motion was made by Councilmember Benavides, seconded by Councilmember McDonald, with Councilmembers Harbour, Carrigan, McLellan, McDonald and Benavides voting “aye” approving Big Spring Economic Development Corporation Board of Directors minutes for regular meeting of May 21, 2013 with changes and for special meeting of May 28, 2013. Councilmember Boyd, being opposed, voting “nay” for passage of same. Motion passed five to one.

CITY MANAGER’S REPORT

Todd Darden, City Manager, explained the need for hiring an outside development firm to help out with plan reviews and inspections. Mr. Darden also reminded the Council that budget worksessions would begin on Monday, August 12.

COUNCIL INPUT

Mayor McLellan congratulated Johnny Womack on being elected to serve as Vice President for Keep Texas Beautiful.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION UNDER TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION AND DUTIES OF THE CITY MANAGER AT 8:39 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 9:15 P.M.

CONSIDERATION AND APPROVAL OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BIG SPRING AND RUSSELL TODD DARDEN AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving an employment agreement between the City of Big Spring and Russell Todd Darden and authorizing the Mayor to execute any necessary documents.

ADJOURN

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn at 9:16 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING FROM SINGLE FAMILY-1 (SF-1) TO LIGHT COMMERCIAL (LC) FOR THE PROPERTY LOCATED AT 706 W. MARCY STREET DESCRIBED AS SECTION 6, BLOCK 32, 1-S, HOWARD COUNTY, BIG SPRING, TEXAS; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission held a public hearing on June 24, 2013 and gave its final approval and recommendation of this zone change from Single Family-1 (SF-1) to Light Commercial (LC);

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

SECTION 1. The zoning designation shall change from Single Family-1 (SF-1) to Light Commercial (LC) for property located at 706 W. Marcy Street described as Section 6, Block 32, 1-S, Howard County, Big Spring, Texas and such change is hereby approved by the Big Spring City Council as an amendment to the zoning ordinance.

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 4. The City Secretary is hereby ordered and directed to cause the descriptive caption as well as the penalty for violation of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on this the 25th day of June, 2013 with all members present 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 9th day of July, 2013 with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
May 23, 2013

The Big Spring Airport and Industrial Park Development Board met in Special Session at 5:30 p.m., Thursday, May 23, 2013 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:50 p.m. with the following members in attendance:

Phillip Welch, Chairman	Ned Crandall
Jim DeVille	Willie Rangel
Wayne Dawson, Safety Officer	

Absent: Paschal Odom, Vice-Chairman Jan Hansen

Also in attendance:	Jim Little, Airport Director	Kelly Seales, Director's Assistant
	Terry Wegman, EDC	Larry McClellan, Mayor
	Todd Darden, Interim City Manager	Linda Sjogren, City Attorney
	Craig Ferguson, Fire Chief	Bobby McDonald, City Councilman
	Larry Valdez, PSC	Orville Spradling, Pilot
	Roy Taylor, Beacon Homes	

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:50 pm.

Item # 2

Review and approve minutes from April 25, 2013 meeting

Motion to approve made by Ned Crandall, seconded by Jim DeVille, with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman updated the board on the Cline Shale discovery and Cline Shale Consortium. A group from San Angelo and Abilene are doing a study on possible impacts on our community based on what has happened in other communities experiencing the same issues. Big Spring will be a part of that as we are situated at the intersection of several major discoveries. The EDC has two major companies that are looking at the spur on the east side of Big Spring and will be looking at potential agreements for that development.

Item # 4

Roy Taylor, Beacon Homes Presentation & Discussion

Mr. Taylor presented the board with his proposal to develop an RV park on his five acres of land that is leased on the northwest corner of the airpark. He has already done a substantial amount of work on the property to make it ready for development utilizing his own funds. The board discussed the requirement to re-zone the property leased by Mr. Taylor in order for him to apply for a permit to construct an RV park. Motion was made by Willie Rangel to approve the change in zoning to Heavy Commercial in order for Mr. Taylor to apply for a specific use permit to develop an RV park. Jim DeVille seconded the motion with three members voting in favor and one opposing. Motion was passed 3-1.

Item # 5

Airport Comprehensive Plan, Discussion

Todd Darden updated the board on the current issue of finding a consultant to address the City and Airpark's development needs. The current Airport Master Plan is outdated and needs to be redone partially if not completely. The City has hired a consultant that can work the big projects and there is a possibility of having a separate

consultant specific to the airpark if deemed necessary to help with the ALP and airpark development. The board discussed the future planning needs of the airpark and ways that a new Comprehensive Plan could benefit the development of the airpark. Wayne Dawson made a motion that the Board support the City in moving forward with seeking a planning consultant for the airpark either separately or in conjunction with the City so long as the consultant has adequate expertise in airport planning. Motion was seconded by Jim DeVille with all members present voting "aye". Motion was approved.

Item # 6

TxDOT Reliever Route, Discussion

Todd Darden briefly discussed the status of the Reliever Route, stating that the project was high priority within the state transportation planning and construction. One of the main considerations impacting the airpark is the access road into the airpark property from the west. PSC is currently working with the airpark to design an entrance that will benefit the airpark traffic flow.

Item # 7

T-Hangar Project, Status

Larry Valdez of Parkhill, Smith & Cooper presented the board with different options for T-Hangar project work. The first option is the traditional Design, Bid, Build type of plan. The downside to this method is that cost is not determined until later in the process, making the budget process more difficult while also taking longer to reach the final product due to bidding time frame. The second option is a Design-Build. This method allows for the budget to be set in the beginning and the bidders to present their specs for approval and then begin construction immediately. The board was given pamphlets and images to review for discussion at the next board meeting.

Item #8

Airport Directors Update

Jim opted to save his update for the June meeting.

Item # 9

Leased Building Issues

An update will be given on leased building issues at the June meeting.

Item # 10

Airport Safety Committee Report

There was no update, but the board meeting will be followed by the quarterly Pilot Safety Meeting.

Item # 11

Annual Fly-In Event Planning

The Fly-In Committee met on May 16th.

Item # 12

Other Events & Activities

The 2013 US Nationals Hang Gliding Competition will be held August 4-10, 2013.

Item # 13

Board Member Updates

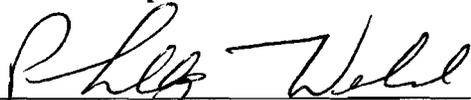
No updates at this time.

Item # 14

Next Meeting Date

June 27, 2013

Adjournment: 7:10 p.m.

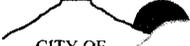


Approved by Phillip Welch, Chairman

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6-27-13

Date Approved 07-09-2013 Agenda



CITY OF
Big Spring
PUBLIC WORKS
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. TODD DARDEN, CITY MANAGER

FROM: JOHNNY WOMACK, INTERIM PUBLIC WORKS DIRECTOR

SUBJECT: REQUEST FOR PERMISSION TO ADVERTISE FOR BIDS FOR THE
CONTRACT "A" PORTION OF THE WASTEWATER TREATMENT PLANT
UPGRADES

DATE: JULY 2, 2013

This is a request for permission to advertise for bids for the Contract "A" portion of the Wastewater Treatment Plant Upgrade Project. Plans and specifications are being prepared by Parkhill, Smith and Cooper and will be placed on file in the Public Works office for review.

Contract A consists of improvements to the following:

- Main Lift Station Rehabilitation
- Headworks Improvements
- Primary Clarifier Rehabilitation
- Trickling Filter Rehabilitation
- Replacement of Existing Blowers
- Replacement of Sludge Heat Exchangers
- Installation of New Sludge Dewatering Facility

Please contact me if you have any questions or concerns.



***Purchasing and Material Control
Memorandum***

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: July 9, 2013
Subject: Request for Bid Award for Installation of Playground Shades

On Monday, July 1, 2013, the City of Big Spring received a BuyBoard proposal for the installation of shades over the playgrounds at the Roy Anderson Sports Complex from Playgrounds, Etc. of Midland, Texas.

Recommendation: Staff recommends that the proposal be awarded to Playgrounds, Etc. for the amount of \$88,785.00.

Playgrounds Etc

1031 Andrews Hwy
 Suite 303
 Midland, TX 79701

Bid

Date	Bid #
7/3/2013	10337

Name - Address
City of Big Spring 501 Runnels Big Spring, TX 79720

Bid To

Terms	Rep	Project
	DEK	

Item	Description	Qty	Rate	Total
CC-Shade	South Playground - 3 Hypar Shade Sails with 8 posts (6 posts @ 18' above grade; 2 posts @ 14' above grade) Includes Engineered Drawings and freight	1	27,104.00	27,104.00T
CC-Shade	North Playground - 3 Hypar Shade Sails and 1 Triangular Shade Sail (5 posts @ 18' above grade; 2 posts @ 14' above grade) Includes Engineered Drawings and freight	1	27,146.00	27,146.00T
Installation	Installation of Shades	1	38,535.00	38,535.00T
Discount	Discount		-4,000.00	-4,000.00

Bid is good for 30 days from today's date

Subtotal	\$88,785.00
Sales Tax (0.0%)	\$0.00
Total	\$88,785.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY, TEXAS FOR REALLOCATION OF FUNDS FROM THE JUSTICE ASSISTANCE GRANT PROGRAM AWARD AND FOR THE COUNTY TO USE THE FUNDS FOR THE COMBINED LAW ENFORCEMENT TECHNOLOGY PROGRAM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City and County wish to enter into an agreement for the performance of governmental functions or payment for the performance of governmental functions in connection with the Justice Assistance Grant Program;

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

SECTION 1. THAT the Mayor is hereby authorized and directed to execute on behalf of the City of Big Spring the attached interlocal agreement, whereby the City will agree to provide the County \$1,500.00 from the Justice Assistance Grant award for the Combined Law Enforcement Technology Program, and the County will agree to use the \$1,500.00 so provided for the Combined Law Enforcement Technology Program. Said agreement to be in the form attached to this resolution as Exhibit "A" and incorporated herein by reference.

SECTION 2. THAT, it is officially found and determined that the meeting at which this resolution was passed was open to the public as required by law.

SECTION 3. THAT the passage of this resolution constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City resolutions be read at two separate meeting of the City Council be suspended, and said rule is hereby suspended, and this resolution shall be effective immediately upon its passage on first and final reading.

PASSED AND APPROVED on an emergency reading this **9th** day of **July, 2013** with all City Council Members voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

THE STATE OF TEXAS

COUNTY OF HOWARD

**INTERLOCAL AGREEMENT
BETWEEN HOWARD COUNTY, TEXAS AND
THE CITY OF BIG SPRING, TEXAS**

This Agreement is made and entered into as of the date of the last signature below, by and between the **County of Howard** acting by and through its governing body, the Commissioner's Court, hereinafter referred to as "**County**" and the **City of Big Spring**, acting by and through its governing body, the City Council, hereinafter referred to as "**City**," both of Howard County, State of Texas.

WITNESSETH:

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code, the "Texas Interlocal Cooperation Act;" and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the **City** agrees to provide the **County** One Thousand Five Hundred Dollars (\$1,500.00) from the JAG award for the Combined Law Enforcement Technology Program; and

WHEREAS, the **City** and **County** believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. **City** agrees to pay **County** a total of One Thousand Five Hundred Dollars (\$1,500.00) received through the JAG Program Award.

Section 2. **County** agrees to use One Thousand Five Hundred Dollars (\$1,500.00) for the Combined Law Enforcement Technology Program.

Section 3. Nothing in the performance of this Agreement shall impose any liability for claims against **County** other than claims for which liability may be imposed against it by the Texas Tort Claims Act.

Section 4. Nothing in the performance of this Agreement shall impose any liability for claims against **City** other than claims for which liability may be imposed against it by the Texas Tort Claims Act.

Section 5. This Agreement shall not constitute a joint enterprise. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

Section 6. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Executed in duplicate originals this ____ day of _____, 2013.

CITY OF BIG SPRING, TEXAS

By: _____
Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Executed in duplicate originals this ____ day of _____, 2013.

HOWARD COUNTY, TEXAS

By: _____
Mark Barr, County Judge

ATTEST:

Donna Wright, County Clerk

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS EXTENDING A MORATORIUM ON PERMITTING OF MODULAR OR INDUSTRIALIZED HOUSING UNITS AND DEVELOPMENTS AND THE USE OF TRAVEL TRAILERS OR RECREATIONAL VEHICLES AS LIVING QUARTERS FOR EXTENDED PERIODS WITHIN THE CITY LIMITS IN ORDER TO ALLOW FOR REVIEW AND CONSIDERATION OF REGULATIONS AND APPROPRIATE PLACEMENT OF SUCH HOUSING, WITH SUCH MORATORIUM TO BE EFFECTIVE FOR UP TO THIRTY DAYS BEGINNING JULY 21, 2013; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, the City Council finds that the zoning ordinance currently in effect does not adequately address the use of modular or industrial housing units or the use of travel trailers or recreational vehicles as living quarters for extended periods in the City and the possible adverse effects such units or developments will have on neighborhood property values; and

WHEREAS, the City Council finds it necessary to consider revisions to the zoning ordinance to include appropriate regulation and placement of such uses, and

WHEREAS, the City Council enacted a ninety day temporary moratorium on permits for placement or construction of modular or industrialized housing and the use of travel trailers or recreational vehicles as living quarters for extended periods on April 23, 2013; and

WHEREAS, such moratorium will expire before appropriate regulations can be enacted so that the City Council finds it necessary and in the best interest of the citizens of the city to extend the moratorium for up to thirty additional days;

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

SECTION 1. Moratorium Imposed on Modular or Industrialized Housing.

From and after the effective date and throughout the duration of the moratorium, no new permit of any nature shall be issued for the placement or construction of modular or industrialized housing units within the city limits. In addition, no application shall be considered for such a permit during the duration of this moratorium.

Definitions.

(A) Modular or Industrialized Housing shall mean a single structure modified or constructed for residential purposes and comprised of one or more modules

or using one or more modular components built at a location other than the permanent residential site and designed to be transported to the permanent residential site and erected on a permanent foundation.

(B) **Modular or Industrialized Housing Development** shall mean a site used for the placement of more than one modular or industrialized home in which the structures are available for rent. Any modular or industrial housing development must comply with the applicable zoning requirements in the area in which it is to be established.

SECTION 2. Moratorium Imposed on Extended Use of Travel or Recreational Vehicles.

From and after the effective date and throughout the duration of the moratorium, no person shall use a travel trailer or recreational vehicle for living quarters for more than five (5) consecutive days in any thirty (30) day period, except in a properly authorized mobile/manufactured home park.

SECTION 3. Duration of Moratorium.

This moratorium shall expire on the thirtieth day after the effective date of this ordinance, or upon the effective date of an ordinance enacted by the City Council regulating the use and placement of modular or industrialized housing and the temporary use of travel or recreational vehicles.

SECTION 4. Notice.

Notice of, and hearing on this ordinance in the normal course, would undermine effective City planning by allowing modular housing unit or development applications submitted between the time notice was published, and the time the ordinance was adopted, to vest in City regulations which may be inadequate to protect the public health, safety and general welfare.

SECTION 5. If any provision of this ordinance, or its application to any person, entity or circumstance is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, shall not be affected.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. The passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City ordinances must be read at two separate meetings of the City Council be suspended and said rule is hereby suspended, and this ordinance shall be effective beginning July 21, 2013.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 9th day of July, 2013, with all members voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE ZONING ORDINANCE OF THE CITY OF BIG SPRING BY AMENDING ARTICLE 2 ENTITLED "DEFINITIONS" BY PROVIDING DEFINITIONS FOR "TEMPORARY WORKFORCE HOUSING" DESIGNATED AS DEFINITION 77A, "INTERMODAL SHIPPING CONTAINER" DESIGNATED AS DEFINITION 69A (AND PROHIBITING THE USE OF INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS) AND "MODULAR HOUSING" DESIGNATED AS DEFINITION 81A; AMENDING ARTICLE 7 ENTITLED, "SPECIAL APPLICATIONS," SECTION 7-1 (a)(9) "TEMPORARY WORKFORCE HOUSING" IN ORDER TO PROVIDE FOR REGULATION OF TEMPORARY WORKFORCE HOUSING; AND AMENDING SECTION 7-2 ENTITLED "SPECIFIC USE PERMITS," SUBSECTION B, "WITHOUT TERM USES," BY AMENDING NUMBER 35 "MOBILE/MANUFACTURED HOME PARK" IN ORDER TO DESIGNATE WHERE SUCH USES ARE ALLOWED; AMENDING ARTICLE 8, "SUPPLEMENTAL USE STANDARDS" BY ADDING SECTION 8-7 "TEMPORARY USE PERMIT FOR TRAVEL TRAILERS AND RECREATIONAL VEHICLES AS LIVING QUARTERS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR A MAXIMUM PENALTY OF \$2000.00; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the zoning ordinance currently in effect does not adequately address the use "Temporary Workforce Housing" as a development and the use of travel trailer or recreational vehicles as living quarters for extended periods in the City and the possible adverse effects such uses and developments may have if uncontrolled; and

WHEREAS, the City Council finds it necessary to consider revisions to the zoning ordinance to include said uses, to establish appropriate zoning districts in which the uses may be located and to establish development requirements to accompany said uses; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by including the following definitions, placement restrictions, and development regulations for the protection of the citizens of the City;

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

SECTION 1. The City of Big Spring Zoning Ordinance Article 2 entitled, "Definitions", is hereby amended to include the following new definitions:

- 69a: Intermodal Shipping Container: A metal standardized re-sealable transportation box used for utilized freight handling with standardized equipment that are commonly referred to as a "sea container." Intermodal shipping containers shall not be used in any configuration as living quarters.
- 77a: Temporary Workforce Housing: A site used exclusively or primarily for the temporary housing of construction, industrial, oil and/or gas field workers and related support jobs in one or more standard constructed structures and/or modular or industrialized housing units. Subject to any and all special conditions and/or safeguards as may be imposed by the Council and/or incorporated in the approval.-
- 81a: Modular Housing: See definition for Industrialized Housing.

SECTION 2. City of Big Spring Zoning Ordinance, Article 7 "Special Applications," Section 7-1 (A) "Planned Development," is hereby amended to add the following:

9. Temporary Workforce Housing, as defined, may request development of modular or industrialized housing units in the HC (Heavy Commercial) and LI (Light Industrial) districts and if constructed on-site, stick-built on-site, in the MF (Multi-Family Residential), GR (General Residential), HC (Heavy Commercial), and LI (Light Industrial) districts, subject to the general provisions and development standards as follows:
- Prior to the submittal of an application, applicants are **REQUIRED** to schedule a pre-application conference with the designated city staff,
 - Tract/Site Size: Minimum five (5) acres under single ownership,
 - Separation from other uses/districts (for developments using modular or industrialized housing units): A minimum of 1000 feet from the boundary of land zoned or used as A-2F and CA,
 - Density: Maximum density is 36 units per acre,
 - Setbacks: Front: 25 feet
Interior Side and Rear: 10 feet
Exterior Side: 15 feet
 - Height: Maximum height: 30 feet,
 - Lot Coverage: Maximum lot coverage (structures only) 45%,
 - Leasing Office: A professional on-site manager and staffed leasing office shall be required with each development. It shall be the responsibility of the manager:
 1. To keep a register of all persons staying in the workforce housing development, which register shall be at all times open to inspection by City, State and Federal officers and kept in the manager's office;
 2. To maintain the site in a clean, orderly and sanitary condition at all times including but not limited to maintenance of structures, landscaping, fencing and gates;
 3. To see that all required outdoor lighting is kept in working order;
 4. To see that garbage and trash receptacles (dumpsters) are properly maintained and the general free of trash;
 5. Not to permit any animals on site for any reason; and
 6. To report promptly to the proper authorities any violation of law which come to his/her attention.
 - Parking: 1 space per bedroom or sleeping area and 1 space for each 25 units for visitors centrally located on site or at the manager/leasing office. The manager/leasing office shall be parked at 1 space per 300 square feet (minimum of 5 spaces). Note: Development parking other than visitor and that required for the office, may be provided on a lot or tract, under the same ownership, immediately contiguous or within 150 feet of the development. This provision does not apply lands zoned and/or used for residential.
 - Landscaping: Landscaping shall be provided as indicated in Article 10 of the City of Big Spring Zoning Ordinance,
 - Recreation Facilities: For developments of more than 25 units, a minimum of 2 of the following recreational facilities must be provided;
 - Swimming Pool
 - Game Courts, i.e., basketball, tennis, horse shoe/washer court
 - BBQ Pavilions with grills and tables
 - Fitness Center – Indoor (maybe located in the manager/leasing office building)
 - Community Room – Indoor (to include a full kitchen, recreation room and tv/movie lounge), maybe located in the manager/leasing office building.
 - Plan for conversion or discontinuance of use, to include a timeline for completion,
 - Provide a code of conduct, i.e., policies on drug and alcohol usage, noise and weapons, as well as visitors,
 - Bond/Letter of Credit for property clean-up or conversion as specified by Council, and
 - A City of Big Spring Zoning Change Application and Planned Development Site Plan with completed checklist.

“Specific Use Permits”; subsection b “without term” is hereby amended to read as follows:

35. Mobile home park or manufactured home park or travel trailer or recreational vehicle park in the GR through HC districts and containing no less than 5 acres and subject to all of the special requirements, conditions or safeguards that may be imposed by the Council and incorporated in the permit. The minimum area for each mobile home or manufactured home dwelling unit shall be 4,000 square feet.

SECTION 4. City of Big Spring Zoning Ordinance, Article 8 “Supplemental Use Standards,” is hereby amended to add the following Section 8-7:

SECTION 8-7 Temporary Use Permits for Travel Trailer or Recreational Vehicles as Living Quarters

1. Permitted: Travel trailers and recreational vehicles are permitted by right as living quarters in properly authorized and developed Mobile/Manufactured Home Parks.
2. Emergency Residence: Travel trailers and recreational vehicles may be used as temporary living quarters located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by persons displaced by such disaster during the reconstruction of the permanent residence with approved temporary use permit that has a one (1) year term.
3. Temporary Use of a Travel Trailer or Recreational Vehicle as Living Quarters: A travel trailer or recreational vehicle may be used temporarily for living quarters for no more than five (5) consecutive days in any thirty (30) day period, except as listed above by obtaining a 5-day permit in the Public Works office at no charge. The permit must be displayed in a manner visible to the public.

SECTION 5. That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 6. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. That this ordinance shall take effect immediately after passage and publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

SECTION 8. That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9th day of July, 2013, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 23rd day of July, 2013 with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING CITY CODE BY AMENDING CHAPTER 11 ENTITLED “GARBAGE AND OTHER REFUSE,” ARTICLE 2 ENTITLED “CHARGES FOR CITY COLLECTION OF MUNICIPAL SOLID WASTE AND BALEFILL,” BY RENAMING ARTICLE 2; AMENDING SECTION 11-6 ENTITLED “COLLECTION BY CITY GENERALLY; PRIVATE COLLECTION OF BRUSH, ETC.” TO REQUIRE DISPOSAL AT THE LANDFILL; AMENDING SECTION 11-8.(1) ENTITLED “COLLECTION CHARGES FOR MUNICIPAL SOLID WASTE,” BY RENAMING IT AND BY AMENDING SUBSECTIONS (F) THROUGH (H) IN ORDER TO PROVIDE FOR NEW LANDFILL CHARGES FOR THE CITY LANDFILL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OF \$1,000; REPEALING ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to revise the fees charged at the City Landfill; and

WHEREAS, there are references in certain provisions of the City Code to a balefill which are no longer accurate and should be updated to refer to a landfill; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by enactment of the following regulations;

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

SECTION 1. That the Big Spring City Code Chapter 11 entitled, “Garbage and Other Refuse,” Article 2 entitled “Charges for City Collection of Municipal Solid Waste and Balefill,” Section 11-6 entitled “Collection by City Generally; Private Collection of Brush, Etc.” and Section 11-8.(1) entitled “Collection Charges for Municipal Solid Waste,” are hereby renamed and/or amended to read as follows:

Article 2. Charges for City Collection of Municipal Solid Waste and Landfill

Sec. 11-6. Collection by City Generally; Private Collection of Brush, Etc.

The collection of Municipal Solid Waste (“M.S.W.”) in the city shall be performed by the City Sanitation Department which shall make periodic pickups throughout the city from the containers provided by the city and/or citizens of the city as required by this chapter. It shall be unlawful for any person, firm or corporation other than employees of the City Sanitation Department to collect M.S.W. in the City, except that the private collection and transport of brush, shrubs, leaves, grass and tree trimmings and cuttings by individuals or for hire shall be allowed so long as such items are transported in the manner required by state law to the city landfill and applicable landfill fees are paid.

. . . (Section 11-7 shall remain unchanged)

Sec. 11-8.(1) Garbage Collection and Landfill Charges

. . . (Subsections A – D shall remain unchanged)

(F) Landfill Fees – City of Big Spring and Howard County Residents:
Entrance shall require two forms of proof of residency drivers license or identity card plus a current utility bill. Addresses/name/photo must match)
Non City of Big Spring or Howard County waste will not be accepted at the landfill.

- (1) Residential Customers: (limbs/brush/clippings, large items or additional household trash)
 - Per ton charge \$40.00
 - Minimum charge for 1 to 500 lbs. \$10.00
- (2) Commercial Customers:
 - Per ton charge \$40.00
 - Minimum charge for 1 to 1,000 lbs. \$20.00

G. Reserved for future expansion.

H. Private Compactor Service – Municipal Solid Waste:

- (1) Landfill Charge – per ton \$40.00
- (2) Service charge (scheduled except Wed., Sat. Sun) \$46.80
- (3) Service charge (scheduled Wed., Sat. Sun) \$70.20
- (4) Service charge(unscheduled except Wed. Sat. Sun) \$100.00
- (5) Service charge(unscheduled Wed., Sat. Sun) \$152.00

. . . (Subsections I – O shall remain unchanged)

SECTION 2. That should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. That the City Secretary is hereby ordered and directed to cause the descriptive caption as well as the penalties for violation of this ordinance to be published as provided by law.

SECTION 5. That this ordinance shall take effect immediately after its passage and publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 9^h day of July, 2013, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 23rd day of July, 2013 with all members voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON SETTLES STREET WHICH IN CONJUNCTION WITH THE EXISTING STOP SIGNS REGULATING CIRCLE STREET WILL CREATE A 4-WAY STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the intersection of Circle and Stadium Street is currently a 2-way stop controlled intersection that the Big Spring Police Department and City of Big Spring Administration have recommended changing to a 4-way controlled stop intersection based on traffic history; and

WHEREAS, the City Council finds it to be in the public interest to make the intersection a 4-way controlled stop intersection and finds that the public safety and general welfare will best be served by such regulation;

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

- SECTION 1.** The intersection of Circle and Stadium Street shall be a 4-way stop controlled intersection.
- SECTION 2.** City officials shall place and maintain the necessary signs at the above intersection.
- SECTION 3.** Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.
- SECTION 4.** The penalty for violation of this ordinance shall be as mandated by State Law.
- SECTION 6.** The City Secretary is hereby ordered and directed to cause the descriptive caption and penalty for violation of this ordinance to be published as provided by law.
- SECTION 5.** This ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED on first reading of a regular meeting of the City Council on the 9th day of July, 2013, with all members present 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 23rd day of July, 2013, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

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

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

OWNER intends to procure professional engineering services to coordinate with TxDOT and prepare relocation plans for the 18-inch water line crossing US 87 Reliever Route at Ash Street ("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 (Document No. 1910-8, 1996 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 7 pages.
- B. Exhibit B, "Payments to Engineer", consisting of 1 page.
- C. Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 14 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

By: Larry McLellan

Title: Mayor

Date Signed: _____

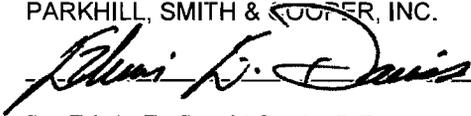
Address for giving notices:

301 Nolan Street

Big Spring, TX 79720-2657

ENGINEER:

PARKHILL, SMITH & COOPER, INC.

By:  Edwin E. (Butch) Davis, P.E.

Title: Firm Principal

Date Signed: _____

Address for giving notices:

4222 85th Street

Lubbock, TX 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

Owner intends to procure professional engineering services to coordinate with TxDOT and prepare relocation plans for the 18-inch water line crossing US 87 Reliever Route at Ash Street.

AI.01 *Design Phase*

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER.
4. Identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.
5. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners and TxDOT. The performance of field surveys is not a part of the ENGINEER's basic services, and compensation therefore is not included in the Basic Fee; the surveys may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
6. Obtain/Import TxDOT design files and advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.
7. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
8. Prepare and furnish five (5) sets of Bidding Documents and a revised opinion of probable Construction Cost for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

B. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).

C. ENGINEER's services under the Design Phase will be considered complete after the 100% review meeting and on the date when the final Bidding Documents have been delivered to OWNER.

AI.02 *Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Furnish the number of copies of the Plans and Specifications as required by prospective bidders and furnishers of material and equipment. All sets of plans and specifications are to be paid for separately under Exhibit B as an Additional Service.
2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

AI.03 *Construction Administration Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions.
2. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory. The performance of these investigations and tests is not included in the ENGINEER's basic fee and may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
3. *Pre-Construction Conference.* Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
4. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. The performance of field surveys is not included in the ENGINEER's basic fee and may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by applicable portions of Exhibit B.
5. *Visits to Site and Observation of Construction,* In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER are

not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. 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 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 Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

6. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

7. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

8. *Change orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

9. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety, precautions and programs incident thereto.

10. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

11. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.

12. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

14. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- c. ENGINEER shall transmit these documents to OWNER.

15. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

16. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

EXHIBIT A - PART 2 -- ADDITIONAL SERVICES

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Providing design and/or construction surveys and staking to enable ENGINEER to perform its services and Contractor to perform his work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2. Services of a Resident Project Representative and other field personnel, as required, for on-the-site observation of construction and for construction layout surveys.

3. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analysis and recommendations.

4. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

5. Post-Construction Phase. The Post-Construction Phase includes, providing assistance in connection with the testing and adjusting of Project equipment or systems; Assisting OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems; Assisting OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems; visiting the Project with the OWNER to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present; and in company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

6. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

7. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

8. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

9. Services required as a result of OWNER's providing incomplete or incorrect Project information.

10. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

11. Furnishing services of ENGINEER's Consultants for other than Basic Services.
12. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
14. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
15. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
16. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Providing Construction Phase services beyond the Contract Times set forth in Exhibit B.
18. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
26. Services in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

27. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

28. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

29. Reimbursable expenses associated with providing additional services.

**EXHIBIT B
PAYMENTS TO ENGINEER
DIRECT COST TIMES A MULTIPLIER 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

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of 3.21 for the services of Engineer's employees engaged on the Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any.
2. The total compensation for services under paragraph B4.01 is estimated to be \$48,500 Based on the following assumed distribution of compensation:

TxDOT Coordination Activities	\$ 2,000
Design, Bidding and Construction Administration	\$46,500

3. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
4. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

B4.02 Compensation for Reimbursable Expenses

- A. OWNER shall pay ENGINEER for all reimbursable expenses at cost.
1. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.
 2. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.