

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, August 28, 2012

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 28, 2012, 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

- | | | | |
|----|---|--|--------|
| 1. | Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag | | Duncan |
| 2. | Presentation of "Star Employee" Award | | Duncan |
| 3. | Public Hearing – Annual Budget and Ad Valorem Tax Rate for Fiscal Year 2012-13 | | Walker |

Disposition of Minutes

- | | | | |
|----|---|-----|-------|
| 4. | Minutes of the Regular Meeting of August 14, 2012 | 4-8 | Davis |
|----|---|-----|-------|

Consent Items

- | | | | |
|----|--|-------|--------|
| 5. | Final Reading of an Ordinance Granting a Partial Residence Homestead Exemption for Tax Year 2012; and Granting a Partial Residence Homestead Exemption to Any Individual Who is Disabled or Age 65 or Older | 9-10 | Walker |
| 6. | Final Reading of an Ordinance Providing for an Additional Twenty Percent (20%) Penalty to Defray Costs of Collecting Delinquent Taxes that Remain Delinquent on July 1 of the Year in Which They Become Delinquent | 11-12 | Walker |
| 7. | Acceptance of McMahon-Wrinkle Airport Development Board Minutes for Meeting of July 19, 2012 | 13-14 | Little |
| 8. | Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of June 12, 2012 | 15-16 | Walker |

- | | | | |
|----|--|----|--------|
| 9. | Acceptance of Howard County Appraisal District Board of Directors Minutes for Meeting of July 11, 2012 | 17 | Walker |
|----|--|----|--------|

Routine Business

- | | | | |
|-----|-------------------------------------|--|----------|
| 10. | Vouchers for 08/16/12 \$ 368,803.28 | | |
| | Vouchers for 08/23/12 \$ 645,450.06 | | Carrigan |

New Business

- | | | | |
|-----|--|-------|--------|
| 11. | First Reading of an Ordinance Approving and Adopting the City of Big Spring's Annual Budget for the Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013 | 18-19 | Walker |
| 12. | First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for the Year 2012 and Directing the Assessment and Collection Thereof | | Walker |
| 13. | Approval of an Agreement for Professional Services with Parkhill, Smith & Cooper, Inc. for Bond Improvement Project at the City's Wastewater Treatment Plant and Water Treatment Plant and Authorizing the Mayor or His Designee to Execute Any Necessary Documents to Execute the Agreement | 20-60 | Darden |
| 14. | Acceptance of Big Spring Economic Development Corporation Board of Directors Minutes for Meeting of July 30, 2012 | 61-63 | Fuqua |

City Manager's Report

- | | | | |
|-----|--|--|-------|
| 15. | Employees Appreciation Day Picnic and Service Awards Friday, August 31, 2012 at 12:00 Noon | | Fuqua |
|-----|--|--|-------|

Council Input

- | | | | |
|-----|---------|--|--------|
| 16. | Input | | Duncan |
| 17. | Adjourn | | Duncan |

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, August 24, 2012 at 4:00 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

August _____, 2012 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., August 14, 2012, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

GARY FUQUA	City Manager
TODD DARDEN	Assistant City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
TIM GREEN	Municipal Court Judge
CRAIG FERGUSON	Fire Chief

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Lon Sinton, East 4th Baptist Church, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

CALL FOR A PUBLIC HEARING ON THE ANNUAL BUDGET AND AD VALOREM TAX RATE FOR FISCAL YEAR 2012-13 TO BE CONDUCTED DURING THE REGULAR CITY COUNCIL MEETING ON AUGUST 28, 2012 AT 5:30 IN THE CITY COUNCIL CHAMBERS LOCATED AT 307 EAST 4TH STREET

Peggy Walker, Finance Director, explained that the annual public hearing for the annual budget and the ad valorem tax rate for fiscal year 2012-13 would be held during the regular city council meeting on August 28, 2012 at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street. Council agreed.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF JULY 24, 2012

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving minutes of the regular meeting of July 24, 2012.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2012 FOR THE VOTERS TO CONSIDER ABOLISHING THE TYPE “A” ONE HALF CENT SALES AND USE TAX ADOPTED ON MAY 5, 1990 AND REPLACING THE TAX WITH A TYPE “B” ONE HALF CENT SALES AND USE TAX UNDER CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE TO UNDERTAKE ANY PROJECTS ALLOWED UNDER CHAPTERS 501, 502, 504 AND 505 OF THE TEXAS LOCAL GOVERNMENT CODE; ESTABLISHING PROVISIONS FOR THE CONDUCT OF THE ELECTION; ENACTING OTHER PROVISIONS RELATED TO SUCH ELECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Councilmember McDonald requested that this item be removed from the consent items. After a brief discussion, motion was made by Councilmember McDonald to amend the ballot language by not allowing any City Councilmembers to serve on a 4B Economic Development Corporation Board and that the current members serving on the 4A Economic Development Corporation Board be allowed to keep their positions. There was no second for this motion.

Motion was then made by Councilmember Carrigan to adopt the ordinance as written. The motion was seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving the second and final reading of the above listed ordinance as written.

FINAL READING OF AN ORDINANCE AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES ENTITLED “CEMETERIES, PARKS, AND RECREATION” BY AMENDING ARTICLE 10 ENTITLED “BALL FIELD RECREATIONAL AREAS” BY AMENDING SECTION 6-181 ENTITLED “LEAGUE FEES PRESCRIBED” TO ESTABLISH FEES FOR LEAGUE PLAY AND CONCESSION FEES AT CITY BALL FIELD RECREATIONAL AREAS; AMENDING SECTION 6-182 ENTITLED “NON-LEAGUE FEES PRESCRIBED” TO ESTABLISH FEES FOR NON-LEAGUE USE OF CITY BALL FIELD RECREATIONAL AREAS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE BY AMENDING ARTICLE 9 ENTITLED "SIGNS REQUIRING PERMITS", SUBSECTION E "TYPE E SIGNS" BY ALLOWING ELECTRONIC BILLBOARDS TO REPLACE EXISTING BILLBOARDS IN THE HIGHWAY 87/GREGG STREET AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR A MAXIMUM PENALTY OF \$2,000.00; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE 3 SECTION 18-73 ENTITLED "SPEED LIMITS IN SCHOOL ZONES" BY DESIGNATING SCHOOL ZONES AND TIMES WHEN SPECIFIC SPEED LIMITS SHALL BE IN EFFECT; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES ENTITLED "TRAFFIC" BY AMENDING ARTICLE 5 SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY AMENDING SUBSECTION (j) IN ORDER TO ABOLISH THE PARKING PROHIBITIONS AROUND BAUER ELEMENTARY AND TO PROHIBIT PARKING IN CERTAIN AREAS ON CONNALLY AND WASSON STREETS AROUND MARCY ELEMENTARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF MCMAHON-WRINKLE AIRPORT DEVELOPMENT BOARD MINUTES FOR MEETING OF JUNE 21, 2012

ACCEPTANCE OF HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS MINUTES FOR MEETING OF JUNE 13, 2012

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd, with members of the Council voting "aye" approving second and final reading of the above listed ordinances and minutes.

ROUTINE BUSINESS

Councilmember Fernandez reviewed the vouchers. Motion was made by Councilmember Fernandez, seconded by Councilmember Boyd, with all members of the Council voting "aye" approving vouchers in the amount of \$1,021,493.79 (7/26/12), \$328,342.23 (8/02/12) and \$1,192,079.37 (8/09/12).

NEW BUSINESS

FIRST READING OF AN ORDINANCE GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2012; AND GRANTING A PARTIAL

RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving first reading of an ordinance granting a partial residence homestead exemption for tax year 2012; and granting a partial residence homestead exemption to any individual who is disabled or age 65 or older.

FIRST READING OF AN ORDINANCE PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving first reading of an ordinance providing for an additional twenty percent (20%) penalty to defray costs of collecting delinquent taxes that remain delinquent on July 1 of the year in which they become delinquent.

APPROVAL OF INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2012

Motion was made by Councilmember Boyd, seconded by Councilmember Harbour, with all members of the Council voting "aye" approving the investment report for the quarter ending June 30, 2012.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR MEETINGS OF JUNE 14, 2012 AND JULY 3, 2012

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting "aye" approving Big Spring Economic Development Corporation Board of Directors minutes for meetings of June 14, 2012 and July 3, 2012.

CITY MANAGER'S REPORT

Gary Fuqua, City Manager, announced that there will be a ribbon cutting ceremony at the new Law Enforcement Center on Thursday at 11:00 a.m.

COUNCIL INPUT

Mayor Duncan announced that the Compass Hospice is having a garage sale on August 25 and a walk on September 14 for hospice needs. Mayor Duncan also announced that he went to a graduation ceremony at Lamén Lusk Sanchez with 35 students and all 35 students passed on the first testing.

Mayor Duncan recognized Mike Tarpley for receiving the purple heart of the year award for serving in Vietnam in the U.S. Army.

Several Councilmembers expressed their support of involving the citizens by allowing them to vote on significant issues.

EXECUTIVE SESSION

QUARTERLY UPDATE – ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551.071 (1) TO CONSULT WITH THE CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION AT 6:15.

Linda Sjogren, City Attorney, announced that there are no new claims or pending litigation to report to the Council.

ADJOURN

Motion was made by Councilmember Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” to adjourn at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2012; AND GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

WHEREAS, the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §11.13 of the Texas Property Tax Code;

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

SECTION I: As authorized by Article 8 Section 1-b (e) of the Texas Constitution and §11.13 (n) of the Texas Property Tax code the City Council hereby exempts from Municipal Ad Valorem Taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2012. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars (\$5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where Ad Valorem Tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION II: In addition to the exemption in Section I above, and as authorized by Article 8, Section 1-b of the Texas constitution and §11.13 (d), (e), and (f) of the Texas Property Tax Code, the City Council hereby exempts from Municipal Ad Valorem Taxation Five Thousand and no/100 Dollars (\$5,000.00) of the appraised value of the residence homestead of an individual who is age sixty-five (65) or older or is disabled. (See said §11.13 for definitions and restrictions.) An eligible disabled individual who is sixty-five (65) years of age or over may not receive both a disabled and an age 65 exemption in the same year but may choose either one; notwithstanding the foregoing, where any ad valorem tax has heretofore been pledged for payment of any debt, the taxing officers of the City shall have authority to continue to levy and collect the tax against said homestead property at the same rate as the tax so pledged until the debt is discharged if cessation of the levy would impair the obligation of the contract by which the debt was created.

The exemption provided by this Section II may be repealed or decreased in amount by the City Council. In the case of decrease, the amount of the exemption may not be reduced to less than \$3,000.00 of the market value.

SECTION III: Joint or community owners may not each receive the same exemption by Section I or Section II above for the same residence homestead in the same year.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of August 2012, 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 28th day of August 2012, with all members present voting “aye” for passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRA Y COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT, AND PROVIDING FOR PUBLICATION

WHEREAS, the City of Big Spring has contracted with an attorney pursuant to Section 6.30 of the Texas Property Tax Code to represent the City to enforce the collection of delinquent taxes;

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

SECTION I: Pursuant to Section 33.07 of the Texas Property Tax Code, ad valorem taxes that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty, which shall be 20% of the amount of taxes, penalty, and interest due.

SECTION II: Pursuant to Section 33.07 (b) of the Texas Property Tax Code, a tax lien attaches to the property on which the tax is imposed to secure payment of said additional penalty.

SECTION III: Pursuant to Section 33.07 (c) of the Texas Property Tax Code, the City of Big Spring, Texas, shall not recover attorney's fees in a suit to collect delinquent taxes subject to said additional penalty.

SECTION IV: Pursuant to Section 33/07 (d) of the Texas Property Tax Code, the City of Big Spring tax collector shall deliver notice of delinquency and of said additional penalty to the property owner no less than 30 and no more than 60 days before July 1.

SECTION V: The City Secretary shall, after passage of this ordinance, publish the caption of this ordinance as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of August, 2012, 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 28th day of August, 2012, with all members present voting “aye” for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahan-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
July 19, 2012

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, July 19, 2012 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Marc Marchesseault called the meeting to order at 5:30 p.m. with the following members in attendance:

Marc Marchesseault	Paschal Odom
Ned Crandall	Jan Hansen
Jim DeVille	Wayne Dawson

Absent: Willie Rangel

Also in attendance: Jim Little, Airport Director
Kelly Grant, Director's Assistant
Rodney Patridge, A&P Mechanic

Item # 1

Call to Order

Marc called the meeting to order at 5:30 pm.

Item # 2

Review and approve minutes from June 21, 2012 meeting

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

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman was unavailable for an update.

Item # 4

THS Update

Jim presented a diagram to the board showing potential rail routes being discussed between the City, PSC and THS at this time. The routes being considered were discussed by the board and an update will be given on any decisions made at the next board meeting.

Item # 5

Airport Terminal Ramp Upgrade Project, Status

Jim stated that the design and engineering are complete and the project should be going out for bids soon.

Item # 6

Airport Fuel Tank Farm Project, Status

Jim stated that the project funding is now available, and the design is being completed. He briefly discussed a potential issue with the oilfield boom and an increasing demand in tank production. This could cause some delay in getting the tanks in as scheduled. However, the project is moving forward and the concrete pad construction may be included in the Apron Upgrade work.

Item # 7

Runway 17/35 Crack Seal Problems

Jim informed the board of a problem with the runway crack sealing that has recently been discovered. Apparently the foam strips that were used by a sub-contractor to support the sealing material are coming up in areas. The problem is being worked by TxDOT Aviation, PSC and the City administrators. The contractor, Duinningk Brothers, Inc. has also been notified of the deficiencies and all parties are pursuing remediation of the problem.

Item #8

Airport Directors Update

Jim mentioned his recent Permian Basin Airport Board Meeting and the topics of interest, including the new XCOR project for which the Midland EDC provided \$10 million dollars to bring in the company that will be producing "Lynx", an aircraft capable of suborbital space flight, in coordination with NASA. XCOR has the potential to bring in a large amount of revenue to the City of Midland and will eventually earn MAF a designation of "Space Port" for the activities related to the project. Jim mentioned the recent Budget preparation for 2012-2013 and he will be meeting with the City Finance Director on Friday. The prospect of building new hangars is still being worked at this time, with a letter of intent being sent to TxDOT Aviation in Austin, requesting consideration for project funding and support. The Runway 06/24 crack seal project that is being funded through our RAMP program is moving along and should be completed in the coming months. The US Flight Academy has had several of their new students flying recently, with many of them soloing in the past couple of days. Rodney Patridge, A&P Mechanic for USFA also stated that he is working on an additional airplane that should be ready to go in the next month or so. Jim updated the board on the potential material storage site for the Truck Reliever Route construction process on the West side of the airport property. The prospect of a road being put in to get the material to and from the construction area may be an unexpected perk of providing the material storage space. Jim stated that he has had no follow up on the prospect of contractors leasing airpark land for a temporary housing location during the GEO Group's Cedar Hill Prison Unit expansion. The July 4th Pop's In The Park event went very well and the flyover was on target and well received. Jim notified the board of his upcoming travel for the TML Conference in Grapevine, on November 13-15. The National Hang Gliding Competitions are still scheduled for this coming week, July 21-28th. For Show & Tell, the board viewed a diagram of the Rail location proposal, newspaper articles relating to the XCOR project at MAF, and photos of the crack seal deficiencies as well as a piece of the foam material that is coming up on the runways.

Item # 9

Leased Building Issues

Jim informed the board of the new information regarding the JCPS sprinkler system repairs and the lack of available buildings and hangar space.

Item # 10

Airport Safety Committee Report

Wayne Dawson updated the board stating that he has been unable to make contact with the Forest Service Representative at this time but will continue planning for the August meeting. The board briefly discussed this coming week's Hang Gliding competitions and the USFA's activity with several of their new students doing their solo flights in the last few days.

Item # 11

Other Events & Activities

There are no other events or activities at this time.

Item # 12

Board Member Updates

There are no updates at this time.

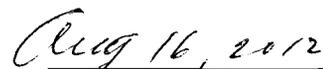
Item # 13

Next Meeting Date

August 16, 2012

Adjournment: 7:05 p.m.


Approved by Marc Marchesseault, Chairman


Date Approved

**Convention and Visitors Bureau Committee
Minutes from Tuesday, June 12, 2012
City Council Chambers**

Present: Troy Tompkins, Jim Clements, Marcus Fernandez, Peggy Walker,
Gary Fuqua

Staff: Debbie Wegman, Devoun Blount,

Absent: Jay Patel

Guests: Robert Downing, Connie Lesser – PCBS, John Sparks, Leslie Whitten, Mique Yarbar – Lady Steers Softball, Terry Wofford - Hang Gliding Committee

Marcus Fernandez called the meeting to order at 4:01 p.m.

Approval of minutes

The minutes from the meeting of May 9, 2012 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Jim Clements and passed unanimously.

Discussion of Event Funding Requests

- a. **USHGA National Competition** The funding request was presented by Terry Wofford. The Hang Gliding Committee is requesting funding in the amount of \$6,400.00. The committee is expecting 35-40 participants. The funds requested will be used to pay for expenses accrued for use of the airport facilities. Motion was made by Peggy Walker to approve the funding request in the amount of \$6,400.00. Motion was seconded by Troy Tompkins and passed unanimously.

Discussion of Follow-up Reports

- a. **8th Annual Pow Wow** The follow up report was presented by Robert Downing. There was an increase in expenses for the event this year due to motel cost. Committee member Troy Tompkins commended the group for raising their revenue. The group also wanted clarification on the vendor ordinance.
- b. **Third Annual Tournament at the Crossroads** The follow up report was presented by Mique Yarbar. There was increase of teams from last year to 26 teams. The tournament draws a lot of activity to the city. There was some difficulty with the host hotel and additional expenses for umpire rooms. The tournament is an excellent event. Coach Sparks provided some feedback from the umpires that brag on Leslie Whitten and Mique Yarbar and how they host such a quality tournament.

Financials

Monthly financials were provided for review

CVB Coordinator Report

Advertising

In the summer issue of the Travel Host magazine, we advertised the Big Spring Family Aquatic Center with a full page along with our regular full page that we do every quarter.

Triathlon

We are distributing information through Craig Felty attending other triathlons and have been placing information in bags for other events.

Under West Texas Skies

The event has been scheduled for July 13 at the Big Spring Family Aquatic Center.

Texas Plain Conference

The conference is going to take place August 9-10, 2012 at the Dora Roberts Community Center.

The Texas Plains Trail will also be installing a granite marker at the Quanah Parker Arrow that explains why the arrow has been placed there. The cost is expected to be \$235.00

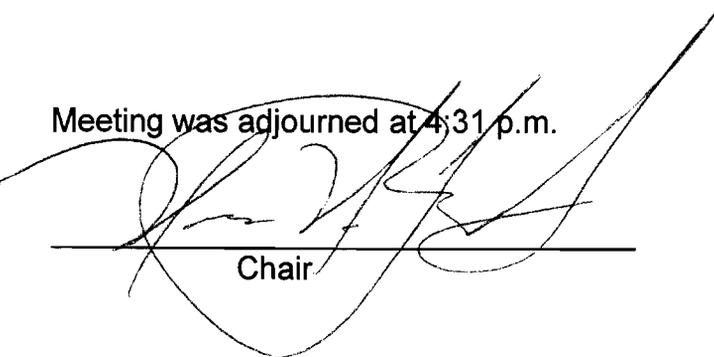
Members Comments

Jim Clements asked whether the bids had been received from PCS and on how it is going to cost to do some maintenance work. Peggy Walker commented that there was some miscommunication on as to how much to spend on the project and will have to get back with them.

Troy Tompkins inquired about if is it possible to get more shade for the lifeguards at the aquatics center. Peggy Walker commented on that the matter will get looked into and also why they have to wear tank tops.

Marcus Fernandez stated that there is no supervision at the entrance doors at the aquatic center and that customer's bags are not being inspected. Moss Creek Lake is doing much better and being better utilized. CVB needs to promote Moss Creek Lake more and look into the rack Card.

Meeting was adjourned at 4:31 p.m.



Chair

08/01/12
Date

**THE MINUTES OF MEETING OF THE
BOARD OF DIRECTORS
HOWARD COUNTY APPRAISAL DISTRICT**

JULY 11, 2012

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on July 11, 2012 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Dale Humphreys, Tim Blackshear and Kathy Sayles. Ronny Babcock and Shane Schaffner represented the HCAD.

Mr. Baker called the meeting to order at 5:15 pm.

Steve Chrane was registered for public comments. Mr. Chrane directed the board about his concerns. There were 8 other taxpayers present. The Chairman, Donnie Baker and Tim Blackshear explained the appraisal process and the facts regarding Alon.

The minutes for June 13, 2012 were reviewed and approved on a motion from Kathy Sayles with a second from Donnie Reid. Motion carried 5 to 0.

The bills were inspected and reviewed. Donnie Reid made a motion to approve the bills, Dale Humphreys seconded the motion. Motion carried 5 to 0.

The financial reports were reviewed and approved on a motion from Tim Blackshear, with a second from Kathy Sayles. Motion carried 5 to 0.

The board discussed the Preliminary Budget for 2013 tax year.

With no other business to discuss the meeting adjourned at 7:30 pm.


Secretary, Dale Humphreys


Chairman, Donnie Baker

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING AN ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013

WHEREAS, the City Manager of the City of Big Spring has prepared, at the direction of the City Council, the annual budget of the City of Big Spring, Texas, for the fiscal year beginning October 1, 2012 and ending September 30, 2013; and

WHEREAS, public notices of a public hearing upon this budget have been duly and legally made as required by law; and

WHEREAS, after due deliberation, study and consideration of the proposed budget as submitted by the City Manager, the City Council of the City of Big Spring is of the opinion that the same should be approved and adopted;

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

SECTION ONE: That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2011, and ending September 30, 2012, be revised in accordance with the expenditures estimated for said fiscal year as indicated in the documents setting forth the budget for the fiscal year commencing October 1, 2012 and terminating September 30, 2013.

SECTION TWO: That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2012, and ending September 30, 2013 as submitted by the City Manager is hereby approved and adopted and that a true and correct copy of the budget herein approved and adopted shall be filed for record in the office of the City Secretary and that same shall constitute a part of the public records of the City of Big Spring, Texas.

SECTION THREE: That the City Manager is granted the authority to revise line item accounts within a department budget so long as the total departmental budget is not increased, unless the City Council has approved increases in a departmental budget at a scheduled Council meeting. The City Manager will notify the City Council of any such revisions that exceed \$1,000.00.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 28th day of August, 2012, 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 11th day of September, 2012, with all members present voting “aye” for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

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

THIS IS AN AGREEMENT effective as of _____, ("Effective Date")

Between City of Big Spring, Texas ("OWNER") and Parkhill, Smith & Cooper, Inc. ("ENGINEER").

OWNER intends to make certain improvements to the City's Wastewater Treatment Plant and the Roy C. Hester Water Treatment Plant, described by Exhibit E – WWTP and WTP Bond Improvements ("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.
B. Venue for any cause will be in Howard County, Texas.

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 8 pages.
- B. Exhibit B, "Payments to Engineer", consisting of 2 pages.
- C. Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", consisting of 4 pages.
- D. Exhibit D, "Notice of Acceptability of Work", consisting of 2 pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 32 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, Texas

By: _____
Tommy Duncan
Title: Mayor

Date Signed: _____

Address for giving notices:

310 Nolan Street
Big Spring, Texas 79720-2657

ENGINEER:

Parkhill, Smith & Cooper, Inc.

By: _____
Edwin E. "Butch" Davis, P.E.
Title: Vice President

Date Signed: August 22, 2012

Address for giving notices:

4222 85th Street
Lubbock, Texas 79423

IN DUPLICATE

EXHIBIT A ENGINEER'S SERVICES

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

EXHIBIT A - PART 1 -- BASIC SERVICES

AI.01 *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. Establish the scope, and advise the OWNER, of any special investigations, field surveys or soil and foundation investigations which, in the opinion of the ENGINEER, may be required for the proper execution of the Study and Report Phase; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's Basic Services, and compensation therefore is not included in the Basic Fee; the investigations and tests may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B.

4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.

5. 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.

6. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. 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

7. Establish the scope, and advise the OWNER, of any additional soils or foundation investigations which, in the opinion of the ENGINEER, may be required for the proper execution of the Project; and arrange with the OWNER for the conduct of such investigations and tests. The performance of these investigations and tests is not a part of the ENGINEER's Basic Services, and compensation therefore is not included in the Basic Fee; the investigations and tests may be performed by the ENGINEER, by agreement with the OWNER, in which case compensation shall be determined by the applicable portions of Exhibit B.

8. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

9. 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.

10. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

11. Advise OWNER of any adjustments to the opinion of probable Construction Cost.

12. 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 four (4).

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

AI.04 *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 Final 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.05 *Construction 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. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties,

responsibilities, and authority of the RPR are as set forth in Exhibit C. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement. The performance of the RPR 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. *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.

4. *Pre-Construction Conference.* Conduct a Pre-Construction Conference prior to commencement of Work at the Site.

5. *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.

6. *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, and the Resident Project Representative, if any, 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 as assisted by the Resident Project Representative, if any. 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.

7. *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.

8. *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.

9. *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.

10. *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.

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

12. *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.

13. *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.

14. *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).

15. *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.

16. *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.

17. *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-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. Providing renderings or models for OWNER's use.

11. 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.

12. Furnishing services of ENGINEER's Consultants for other than Basic Services.

13. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

14. 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 constructibility 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.

15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

16. 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.

17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

18. Providing Construction Phase services beyond the Contract Times set forth in Exhibit B.

19. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

20. Preparation of operation and maintenance manuals.

21. 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.

22. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.

23. 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.

24. 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.

25. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

26. 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.

27. Services in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

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

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

30. Reimbursable expenses associated with providing additional services.

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

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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

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

Wastewater Treatment Plant, Plant Upgrades, Contract A

Lump Sum of \$ 540,000 with the following distribution

Design Phase	\$ 324,000
Bidding and negotiating Phase	\$ 54,000
Construction Phase	<u>\$ 162,000</u>
Total	<u>\$ 540,000</u>

Roy C. Hester Water Treatment Plant, Plant Upgrades, Contract A

Lump Sum of \$ 360,000 with the following distribution

Design Phase	\$ 216,000
Bidding and negotiating Phase	\$ 36,000
Construction Phase	<u>\$ 108,000</u>
Total	<u>\$ 360,000</u>

Roy C. Hester Water Treatment Plant, Plant Upgrades, Contract B

Lump Sum of \$ 210,000 with the following distribution

Design Phase	\$ 126,000
Bidding and negotiating Phase	\$ 21,000
Construction Phase	<u>\$ 63,000</u>
Total	<u>\$ 210,000</u>

Roy C. Hester Water Treatment Plant, SCADA Upgrades, Contract C

Lump Sum of \$ 52,000 with the following distribution

Design Phase	\$ 31,200
Bidding and negotiating Phase	\$ 5,200
Construction Phase	<u>\$ 15,600</u>
Total	<u>\$ 52,000</u>

Roy C. Hester Water Treatment Plant, Buildings and Site Work Upgrades, Contract D

Lump Sum of \$ 42,000 with the following distribution

Design Phase	\$ 25,200
Bidding and negotiating Phase	\$ 4,200
Construction Phase	<u>\$ 12,600</u>
Total	<u>\$ 42,000</u>

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

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

4. The Lump Sum is conditioned on Construction Contract Times to complete the Work not exceeding 10 months. Should the Construction Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

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

*To be negotiated if required.

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

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

1. For labor on an hourly rate basis in accordance with Appendix 1.
2. For reimbursable expenses, on the basis of cost times a factor of 1.15.

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

C. Authorized Additional Services and corresponding not to exceed amounts for this Agreement are identified as follows:

Authorized Additional Service	Not to Exceed Amount
1. Preliminary Report and Planning Services	\$25,000
2. Surveying and Testing	\$150,000
3. Resident Project Representation	<u>\$400,000</u>
Total	\$575,000

APPENDIX 1

CURRENT HOURLY RATE SCHEDULE

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
January 1, 2012 through December 31, 2012

Client: City of Big Spring, Texas
 Project: Wastewater Treatment Plant and Roy C. Hester Water Treatment Plant Improvements
 Agreement Date: June 19, 2012

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$178.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$79.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$151.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$76.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$134.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$70.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$116.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$40.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$98.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$87.00		

Expenses

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

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

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

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2012 through December 31, 2012. After December 31, 2012, invoices will reflect the Schedule of Charges currently in effect.

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

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

C6.02 Resident Project Representative

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

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

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

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

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

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

4. *Liaison:*

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

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

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

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

6. *Shop Drawings and Samples.*

a. Record date of receipt of Samples and approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.

c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

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

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

a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

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

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

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders. Field Orders, Work

Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to ENGINEER.

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

d. Maintain records for use in preparing Project documentation.

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

11. *Reports:*

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

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

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

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

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

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

14. *Completion:*

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

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

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

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

D. Resident Project Representative shall not:

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

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

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

EXHIBIT D

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: **OWNER**

And To: **CONTRACTOR**

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

By: _____

Title: _____

Dated: _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

**EXHIBIT E
IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PLANT
And the
ROY C. HESTER WATER TREATMENT PLANT**

MEMO

TO: Todd Darden, Assistant City Manager, City of Big Spring

FROM: Edwin E. "Butch" Davis, P.E.

PROJECT NAME: WWTP and WTP Bond Improvements

PROJECT NO.: 01-0309-11

DATE: June 19, 2012

Wastewater Treatment Plant, Plant Upgrades, Contract A

Number	Project	Description / Scope	Construction Budget
1	Main Lift Station	New concrete structure with multiple VFD Pumps to replace existing pumps a) site work b) paving c) piping, valves, fittings d) electrical and controls	\$407,100
2	Headworks	New concrete structure and equipment to replace existing grit removal equipment a) screen and screening press b) two vortex grit removal units c) gates d) flume e) site work f) paving g) electrical and controls h) 10' x 20' pre-engineered metal equipment building	\$1,211,600

Number	Project	Description / Scope	Construction Budget
3	Primary Clarifier	Rehabilitate existing primary Clarifier a) remove and dispose sludge b) clean 24" feed and 8" waste pipelines c) reattach scum baffles and weirs d) rehabilitate main gear, motor and limit switches e) clean and paint rake arms, trusses and center well f) electrical	\$165,100
4	Trickling Filters	Rehabilitate the two existing trickling filters a) bypass pumping during construction b) rock removal c) underdrain repair, wash down and sludge removal d) replace rock media	\$155,300
5	Blowers	Replace existing blowers a) three VFD blowers b) controls c) electrical	\$330,100
6	Sludge Heat Exchanger	Replace existing sludge heat exchangers a) two heat exchangers and one water heater b) electrical	\$162,800
7	Sludge Dewatering	New sludge dewatering facility a) 10' x 12' pre-engineered metal equipment building b) belt press or centrifuge c) ancillary equipment d) electrical	\$851,000

Number	Project	Description / Scope	Construction Budget
8	Miscellaneous	Miscellaneous work within the plant a) repair gate in primary clarifier distribution box b) replace primary clarifier sludge pumps c) repair gate in trickling filters distribution box d) replace trickling filter rock with plastic media e) replace gas flare f) replace leaking gates on chlorine contact chamber g) replace miscellaneous motors on gravity belt thickener h) replace unit and chart recorder i) repair/replace site lighting through plant	\$863,600
Totals		Wastewater Treatment Plant, Plant Upgrades, Contract A	\$4,146,600

Roy C. Hester Water Treatment Plant, Plant Upgrades, Contract A

Number	Project	Description / Scope	Construction Budget
1	Sludge Dewatering, sedimentation basin valves, baffles and structural	New sludge dewatering equipment	Sludge dewatering
		a) static sedimentation basin collection system	\$1,475,900
		b) progressive cavity pumps	
		c) collection infrastructure	Sedimentation basin valves, baffles and structural
		d) skid mounted centrifuge	\$173,900
		e) 16' x 30' pre-engineered metal equipment building	
		f) basin safety railing	subtotal
		g) site work	\$1,649,800
		h) electrical and mechanical	
		Sedimentation basin valves, baffles and structural	
		a) four 30" valves (City provides valves)	
		b) two 24" valves (City provides valves)	
		c) stainless steel / fiberglass baffles	
		d) concrete basin structural repairs	
2	Flocculators, isolation valves, and rotating mechanism	Flocculator Isolation valves and rotating mechanism	Flocculator isolations valves and rotating mechanism
		a) three 48" valves	\$925,200
		b) stainless steel/fiberglass angle gates	
		c) stainless steel/fiberglass rotating paddle assembly	
		d) stainless steel/fiberglass baffles	
		e) stainless steel/fiberglass divider wall	
		f) concrete basin structural repairs	

Number	Project	Description / Scope	Construction Budget
3	Distribution Pumps	Outside turbine pumps – convert existing two motors to 480v service, add two new pumps and motors, all VFD	Outside turbine pumps \$742,000
		a) 200 Hp pump and motor	
		b) 300 Hp pump and motor	Inside centrifugal pumps
		c) 200 Hp motor	\$653,200
		d) 250 Hp motor	
		e) four VFDs	subtotal
		f) piping, valves, and fittings	\$1,395,200
		g) electrical	
		Inside centrifugal pumps – convert existing three motors to 480v service, replace one pump, all VFD	
		a) 150 Hp motor	
		b) 200 Hp motor	
		c) 400 Hp motor	
		d) three VFDs	
		e) electrical	
Totals	Water Treatment Plant, Plant Upgrades, Contract A		\$3,970,200

Roy C. Hester Water Treatment Plant, Plant Upgrades, Contract B

Number	Project	Description / Scope	Construction Budget
1	Filters and Media	Filter control valves a) two 20" influent butterfly valves b) two 14" effluent butterfly valves c) two 24" waste butterfly valves d) two 24" backwash valves e) two venture valves f) miscellaneous structural repairs Filter basins, consoles, media (Filters 1 and 2 only) a) replace underdrain system (Leopold Type S with IMS cap) in two basins b) replace media sand in two basins c) replace wash water trough in two basins d) one filter consoles\ e) electrical f) miscellaneous structural repairs	Filter control valves \$243,000 Filter media, consoles and basins \$724,200 subtotal \$967,200

Number	Project	Description / Scope	Construction Budget
2	Chemical Facilities	<p>Caustic Soda</p> <ul style="list-style-type: none"> a) site grading b) concrete foundation and secondary containment c) 10' x 10' pre-engineered metal building d) water, sewer and electrical connections e) relocate existing bulk storage tank f) relocate existing day tank g) relocate existing injection pump <p>a) piping</p> <p>Copper Sulfate</p> <ul style="list-style-type: none"> a) site grading b) concrete foundation and secondary containment c) 10' x 10' pre-engineered metal building d) water, sewer and electrical connections e) relocate existing bulk storage tank f) day tank g) relocate existing injection pump g) piping <p>Chlorine upgrades</p> <ul style="list-style-type: none"> a) two pressure manifolds b) two chlorine gas filters c) automatic switchover unit d) manual chlorinator e) automatic, flow proportional chlorinator f) control valve g) two ejectors h) two vacuum regulators i) piping j) electrical k) exterior overhead cover for chlorine storage area 	<p>Caustic Soda \$92,200</p> <p>Copper Sulfate \$94,300</p> <p>Chlorine \$123,500</p> <p>subtotal \$310,000</p>
Totals		Water Treatment Plant, Plant Upgrades, Contract B	\$1,277,200

Roy C. Hester Water Treatment Plant, SCADA Upgrades, Contract C

Number	Project	Description / Scope	Construction Budget
1	Supervisory Controls and Data Acquisition (SCADA)	SCADA upgrades and expansion a) SCADA upgrade – software and laptop computer b) eight turbidimeters c) RTU d) Electrical	\$316,000
Totals		Water Treatment Plant, SCADA Upgrades, Contract C	\$316,000

Roy C. Hester Water Treatment Plant, Buildings and Site Work Upgrades, Contract D

Number	Project	Description / Scope	Construction Budget
1	Building and Site Work upgrades	Buildings and Plant Site a) ADA/TDLRA access b) building remodel (walls, paint, electrical, HVAC, MEP, etc.) c) HVAC in filter control room d) plant security/safety lighting e) basin safety railings f) gate security system (gate operator, key card, intercom)	\$210,000
Totals		Water Treatment Plant, Buildings and Site Work Upgrades, Contract D	\$210,000

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, July 30, 2012
5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street
Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Monday, July 30, 2012 in the offices of the Big Spring Economic Development Corporation with Dr. Ledford, presiding. The following notice was sent on July 27, 2012 to all Directors, the news media, and duly posted on July 27, 2012, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Monday, July 30, 2012 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action to Approve Minutes of the June 14, 2012 Special Meeting and July 3, 2012 Special Meeting; Action to Approve May and June Financials; Action to Approve May and June Investment Reports; Leading EDG Update; Action/Consideration of Goals for 2012-2013; Approval of a Budget Amendment providing for Incentive Agreements with Transport Handling Specialists and Boyce Galvanizing; Executive Session; Action as a Result of Executive Session; Directors Report; Public Comment; Board Comment; and Adjourn".

Directors Present:

Dr. Keith Ledford
Mr. Rodney Bomar
Mr. Scott MacKenzie
Mr. Jim DePauw

Directors Absent:

Mr. Justin Myers

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests:

Miklos Szabo
Amanda Moreno

AGENDA ITEM # 1 – Call to Order/Invocation and Pledge:

Dr. Ledford called the meeting to order at 5:15 p.m. Mr. Bomar led the invocation and pledge.

AGENDA ITEM #2- Action to Approve Minutes of the June 14, 2012 Special Meeting and July 3, 2012 Special Meeting:

Dr. Ledford presented the minutes of the June 14, 2012 Special Meeting and July 3, 2012 Special Meeting. Motion to accept the minutes for the June 14, 2012 Special Meeting was made by Mr. MacKenzie seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion

Motion to accept the minutes for the July 3, 2012 Special Meeting was made by Mr. MacKenzie seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion

ACTION ITEM #3- Action to Approve May and June 2012 Financials:

Mr. Bomar presented the May and June Financials. Motion to approve the May and June Financials was made by Mr. MacKenzie seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action to Approve May and June 2012 Investment Report:

Mr. Bomar presented the May and June Investment Report. Motion to approve the May and June Investment Report was made by Mr. DePauw seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Leading EDG Update:

Mr. Wegman gave an update of the impact that Leading EDG has had since the company began working in Big Spring. The business facilitation started on February 1, 2011 and has counseled 52 individuals/owners. Clients have been made aware of the service through several media channels (newspaper, radio, banks and presentations at civic clubs). The program has been a great success for Big Spring.

AGENDA ITEM #6- Action/ Consideration of Goals for 2012-2013:

Mr. Wegman presented the goals for 2012-2013. Motion to approve the Goals for 2012-2013 was made by Mr. Bomar, seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion

AGENDA ITEM #7- Approval of a Budget Amendment providing for Incentive Agreements with Transport Handling Specialists and Boyce Galvanizing:

Mr. Wegman presented the Budget Amendment to provide for Incentive Agreement with Transport Handling Specialists and Boyce Galvanizing. Motion to approve the budget amendments providing for update of the total amount expended by BSEDC was made by Mr. Bomar, seconded by Mr. DePauw. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #10- Directors Report

Mr. Wegman discussed various projects including: Transport Handling Specialists transport of the locomotive to Big Spring, Parkhill Smith and Cooper have become involved with the Airpark rail design and the grant. Several clients have been talking to

THS including; well site preparation, several trucking operation, steel distribution, construction of spec buildings for oil and gas companies, company's that develop oil and gas reserves. Boyce Galvanizing has ordered the zinc @ \$0.8187/lb, ordering equipment, demolition of the interior walls and renovating offices.

Mr. Wegman advised the board of past and upcoming meetings that include: TEDC Summer Meeting was July 11-13, Texas Plains Trail Conference 9-10th, TEDC CEDA submittal 10th, Texas Good Roads 15th, next Board Meeting August 21, High Ground Forward Planning Meeting 23-24th, West Texas Legislative Summit 28th, CEDA scoring 29th, Budget workshop early August.

AGENDA ITEM #8- Executive Session:

Executive Session in accordance with Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Prospect Activity

Executive Session Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee;

- Executive Directors' Annual Evaluation

Dr. Ledford adjourned the Board of Directors into Executive Session @ 6:07 pm. July 30, 2012

AGENDA ITEM #9- Action as a result of Executive Session:

Dr. Ledford reconvened the Board of Directors into open session @ 8:15 p.m. July 30, 2012. Action as a result include:

None

AGENDA ITEM #11- Public Comments

None

AGENDA ITEM # 12- Board Comments

None

AGENDA ITEM # 13- Adjourn

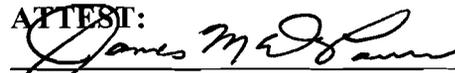
Dr. Ledford asked for a motion to adjourn.

Motion by Mr. DePauw, seconded by Mr. MacKenzie. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

Meeting adjourned at 8:15 pm on July 30, 2012.


Dr. Ledford, Vice President

ATTEST:


Mr. Rodney Bomar, Secretary/Treasurer
Mr. Jim DePauw, Board Member