City of Abilene
City Council Agenda

Shane Price, Mayor Pro-tem
Lynn Beard, Deputy Mayor Pro-tem
Blaise Regan, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Brian Yates, Council Member
Kyle McAlister, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on October 12, 2023 at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Margarita Ramirez - Municipal Court - 30 Years
- Monica Morales - Public Health - 20 Years

3. **Proclamations:**

- Disabilities Awareness Month
- Physical Therapy Month
- Fire Prevention Week

CONSENT AGENDA AND PUBLIC COMMENTS

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the

consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered seperately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public comments section.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Called Meeting Held on September 26, 2023, and the Regular Meeting Held on September 28, 2023 ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter ***(Shawna Atkinson)***

   - Firemen's Relief and Retirement Fund Board

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors ***(Shawna Atkinson)***

7. **Resolution:** Receive a Report, Hold A Discussion, and Take Action to Approve a Software Services Agreement with Dailey-Wells **(Don Green)**

8. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Accept a Grant from TXDOT for Design and Construction of an Aircraft Ramp at Abilene Regional Airport **(Don Green)**

9. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Garver for Design and Construction Management of an Aircraft Ramp at Abilene Regional Airport **(Don Green)**

10. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Award a Contract Extension with Remix for Route Planning Software for CityLink. **(Don Green)**

11. **Resolution:** Receive a Report, Hold a Discussion, and Take Action Approving a Professional Services Contract with Kimley Horn and Associates for Engineering Services for Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination ***(Max Johnson)***

12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2362 S. 14th St. Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107 to Bontke Brothers Construction Co., Inc. ***(Max Johnson)***

13. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2403 Street Resurfacing Project Work Zone S13 to J.H. Strain & Sons, Inc. ***(Max Johnson)***

14. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2402 Wynrush and Rio Mesa Alley Resurfacing to Raydon, Inc. ***(Max Johnson)***

15. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with NPH Ventures, LLC (end of 3605 Post Oak Road) ***(Max Johnson)***

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Adventures Outback, L.P. for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project ***(Rodney Taylor)***

17. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the design of the Fort Phantom Hill Reservoir-Water Line Loop (***Rodney Taylor***)

18. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design (***Rodney Taylor***)

19. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center ***(Doug Wrenn)***

20. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Purchase of Rifle Bullet Resistant Armor from GT Distributors, Inc. ***(Doug Wrenn)***

21. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute Change Order No. 3 to the contract with Bontke Brothers Constructions, Inc for the Cedar Creek Trail Development Project ***(Lesli Andrews)***

22. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting the Train Sculpture as part of the City of Abilene Sculpture Collection ***(Lesli Andrews)***

23. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Rebuild ABI Economic Development Program ***(Robert Hanna)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Permit to Drill and/or Operate an Oil and/or Gas Well ***(Max Johnson)***

EXECUTIVE SESSION

25. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021

8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
11. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor County, Texas; filed August 11, 2023
12. Eminent Domain - 212 ES 11th Street

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-676-6208.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 6th day of October, 2023, at 3:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Called Meeting Held on September 26, 2023, and the Regular Meeting Held on September 28, 2023 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Special Meeting Held on September 26, 2023, and the Regular Meeting Held on September 28, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 09-26-2023 Minutes - Special - Morning

2. 09-28-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
September 26, 2023 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Special Session on September 26, 2023, at 9:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister delivered the invocation.

Julian Alkire, 5th grader at Bonham Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

REGULAR AGENDA

2. Discussion: Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on the Cypress Street Improvement Project

Robert Hanna, City Manager, gave an overview of this item. Council has already approved the design guide and plan, but Councilmember Regan wanted to review the project and discuss other opportunities, so we've set this discussion to do that.

Mr. Hanna introduced Will Dugger with Jacob & Martin, who went over the design guide and plan in detail. He reviewed the history of the project, the project goals, objectives and special considerations, and the interactions with community and staff stakeholder meetings. The proposed plan will convert Cypress Street from a two-lane one-way street, to a two-lane two-way street. Stop lights will be eliminated and stop signs will be added. Angled parking will be eliminated and changed to parallel parking on both sides. This will reduce the number of parking spaces by 30. There are parking opportunities at the old Abilene Reporter News building in the works, as well as projects that can yield additional parking spaces on the north side. There will be LED lights added above the street that can be changed with the seasons. The alleyway next to Cypress Street Station will be closed off to vehicles and will become a walkable green space. Mid-block cross walks will be added throughout and a trench drain will go along the parallel parking for storm drainage. Shade was discussed as well as trees. Landscaping, furniture and artwork were discussed, as well as a sound system with amplifiers and speakers. Mr. Hanna wrapped up the presentation stating that we need to create quality of life developments like this to attract people to the downtown area, both to work and live.

Council discussed the project at length. Councilmember Regan had concerns that he had been approached about, including shade, lighting and parking. He would like to see shade structures added to the plan. He is also concerned that during this construction, we would be pushing people to park on other side streets, where there is not adequate lighting to make people feel safe, so he would like to see if we can add a plan to increase lighting in the side streets. The timeline of the project was discussed at length. The catenary lighting system was discussed, including concerns that the lighting might be in the way of the Fire Department during emergencies, but they would be able to be turned off and detached. The trees, including sap and acorns, were discussed. A few Councilmembers would like to see a plan for lighting the side streets, and a few would like to focus on that later on, in a separate phase. Parking will be addressed before the project commences.

Mayor Hurt opened the public hearing. The following spoke on their concerns for the project:

- Glen & Carol Dromgoole
- Laura Moore (did not speak, but submitted a card)
- Allison Carrol
- William Wolfe
- David Castleman
- Josh Radar

With no other speakers coming forward, the public hearing was closed.

Council discussed all of the above mentioned parts of the plan at further length.

This item was for discussion only. No votes or action were taken.

Councilmember McAlister left the meeting at 9:26 a.m., and Councilmember Craver left the meeting at 10:40 a.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:43 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
September 28, 2023 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Regular Session on September 28, 2023, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Brian Yates delivered the invocation.

Marivel Levario, 4th Grader, and Yarel Levario, 5th Grader, both from Bassetti Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Presentation:
  - Chief Doug Wrenn recognized Lt. Brad McGarry for winning the U.S. Attorney's Award of Excellence

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 3-18. Item 10 was pulled from consideration prior to the meeting. Item 6 was pulled for individual consideration.

Item pulled for individual consideration:
- Item 6: Councilmember Yates

Item pulled from consideration:
- Item 10

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following addressed the city council:

- Dorothy Clay

With no other speakers coming forward, the public comment period was closed.

CONSENT AGENDA

Councilmember McAlister moved to approve the consent agenda consisting of items 3-5, 7-9 & 11-18. Councilmember Craver seconded the motion. Motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

Deputy Mayor Pro-tem Beard had a conflict of interest on item 14 and abstained from voting on that item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for item 14 alone was:

AYES (6): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None
ABSTAIN (1): Deputy Mayor Pro-tem Beard

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on September 14, 2023

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 155-2023]

Board	Term End Date
Citizen's Advisory Board for People with Disabilities	
JoAnne Fluke [Reappointment]	October 2025
Jamie Thomas [Reappointment]	October 2025
Rodney Young [Reappointment]	October 2025

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 156-2023]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Contract with United States Geological Survey for Streamflow Monitoring Stations
[ASSIGNED RESOLUTION NO. 158-2023]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bids for Purchase of Bulk Chemicals to be Used by Water and Wastewater Treatment Plants in Fiscal Year 2024
[ASSIGNED RESOLUTION NO. 159-2023]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Starks Construction Company Inc. for the Hwy 83/FM3034 Water Line Relocation
[ASSIGNED RESOLUTION NO. 160-2023]

11. Resolution: Receive a Report, Hold a Discussion and Take Action on Amendment to the Rose Tennis Center Management Agreement
[ASSIGNED RESOLUTION NO. 162-2023]

12. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with the Veterans Land Board for the Management of the Texas State Veterans Cemetery at Abilene
[ASSIGNED RESOLUTION NO. 163-2023]

13. Resolution: Receive a Report, Hold a Discussion, and Take Action to approve Task Order 1 with Parkhill for the Airport Terminal Improvements and Expansion Design
[ASSIGNED RESOLUTION NO. 164-2023]

14. Resolution: Receive a Report, Hold a Discussion, and Take Action to award the Airside Engineering Services Contract to Garver
[ASSIGNED RESOLUTION NO. 165-2023]

15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Ground Lease with Abilene Independent School District
[ASSIGNED RESOLUTION NO. 166-2023]

16. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City of Abilene to install four-way stop signs at the intersection of Westchester Dr. and Bruce Dr.
[ASSIGNED RESOLUTION NO. 167-2023]

17. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Annual Street Services Division Materials Bid #CB-2367
[ASSIGNED RESOLUTION NO. 168-2023]

18. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Rebate Agreement with the Abilene Convention Center Hotel Development Corporation
[ASSIGNED RESOLUTION NO. 169-2023]

ITEMS PULLED FROM CONSIDERATION

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Real Time Information Center
[NOT CONSIDERED]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Taylor County Expo Center FY 2024 Budget
[ASSIGNED RESOLUTION NO. 157-2023]

Having pulled the item, Councilmember Yates stated that he pulled this item at the request of a citizen. Adoption of the item would approve the FY 24 budget for the Taylor County Expo Center.

Mayor Hurt opened the public hearing. The following spoke:

- Tammy Fogle

With no other speakers coming forward, the public hearing was closed.

Mayor Pro-tem Price moved to approve the item as presented. Deputy Mayor Pro-tem Beard seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

REGULAR AGENDA

19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Revising the FY 23-24 Budget Ordinance and to Increase Staffing for the Texas State Veterans Cemetery in Abilene
[ASSIGNED ORDINANCE NO. 62-2023]

Mindy Patterson, Deputy City Manager, presented the item. Adoption of the item would revise the FY 23-24 budget by increasing staffing for the Texas State Veterans Cemetery.

Mayor Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to approve the item as presented. Councilmember Regan seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 8:45 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

20. A. 551.071 (Consultation with Attorney)
    1. The Woodlands Pride, Inc. et al v. Angela Colmenero, Interim AG of Texas
    2. Eminent Domain lawsuits – North First & Leggett Streets intersection
    3. Eminent Domain – 212 ES 11th Street
20. B. 551.074 (Personnel Matters)
    1. Municipal Court Judge (also agenda item #21)
    2. City Secretary (also agenda item #22)
20. F. 551.087 (Business Prospect/Economic Development)
    1. 505 Pine Street

The Executive Session ended at 9:45 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

21. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the Municipal Court Judge
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 8:45 a.m., and ended at 9:45 a.m. No votes or actions were taken at that time.

Mayor Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Councilmember Regan moved to approve the evaluation of the Municipal Court Judge. Councilmember Yates seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

22. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Evaluation of the City Secretary
[ORAL RESOLUTION]

Earlier in the meeting, under Section 551.074 (Personnel Matters) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 8:45 a.m., and ended at 9:45 a.m. No votes or actions were taken at that time.

Mayor Hurt opened the public hearing. With no speakers coming forward, the public hearing was closed.

Deputy Mayor Pro-tem Beard moved to approve the evaluation of the City Secretary. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 9:47 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Honorable Mayor & Members of City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **5.**

Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter *(Shawna Atkinson)*

- **Firemen's Relief and Retirement Fund Board**

GENERAL INFORMATION

The item provides for reappointment of members as well as appointing members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS

WHEREAS, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

WHEREAS, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

PART 1: That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

PART 2: That this resolution shall take effect immediately from and after its passage.

PASSED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Firemen's Relief & Retirement Fund Board	
Brian Yates [New]	N/A

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Firemen’s Relief & Retirement Fund Board

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Honorable Mayor and Members of the City Council**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors *(Shawna Atkinson)***

GENERAL INFORMATION

The City of Abilene is a taxing unit in Jones County and participates in the selection of members of the Jones County Appraisal District Board of Directors, composed of 5 members who serve two-year terms, all of which expire on December 31, 2023. The City of Abilene may nominate, by resolution, one or more candidates for the directorship of the board.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the nomination of Haley Jo Oates for the Jones County Appraisal District Board of Directors

BOARD OR COMMISSION RECOMMENDATION

None

ATTACHMENTS:

1. Resolution Jones County
2. Jones County Presentation Slide

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, NOMINATING A CANDIDATE FOR A POSITION ON THE BOARD OF DIRECTORS OF JONES COUNTY APPRAISAL DISTRICT

WHEREAS, the governing body within the Jones County Appraisal District has the right and responsibility to elect a person to the board of directors of the Jones County Appraisal District for a term of office commencing on January 1, 2024, and extending through December 31, 2024;

AND WHEREAS, this governing body desires to exercise its right to nominate a candidate for such position on said board of directors;

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

SECTION 1: The facts and recitations outlined in the preamble of this resolution be, and they are hereby adopted, ratified and confirmed.

SECTION 2: Haley Jo Oates is hereby nominated as a candidate for a position on the Jones County Central Appraisal District board to be filled for a one-year term of office commencing on January 1, 2024.

SECTION 3: the presiding officer of the governing body of this taxing unit is hereby authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Jones County Appraisal District before October 15, 2023.

PASSED AND APPROVED THIS THE 12th DAY OF OCTOBER, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution:

Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors:

Haley Jo Oates

CITY OF ABILENE TEXAS

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold A Discussion, and Take Action to Approve a Software Services Agreement with Dailey-Wells (Don Green)**

GENERAL INFORMATION

The city's L3 Harris radio system, as any computerized system, needs continuous software and security updates to keep its performance optimal and secure. In 2022, Airwave Services staff requested pricing from Dailey & Wells Communications Inc., the L3 Harris dealer for our region, for a quote on various support products. At that time, software and security updates were discovered to still be covered under the system modernization purchase. Software and Security updates and support are included in the Dailey-Wells quote starting in Year 2 and are priced for five years. These two line items are the only ones staff expects to be utilized under this quote.

Council approval is sought for Security Update Management and Software Managed Service for the combined total of $109,854.00 in FY24 as this is budgeted in the city's FY24 budget.

Council approval is also sought at the quoted pricing in Years 3 through 6, if sufficiently funded in those future fiscal years.

SPECIAL CONSIDERATIONS

Dailey & Wells is the only authorized dealer for this region and is, therefore, the sole source provider.

FUNDING/FISCAL IMPACT

The amount of $109,854.00 is included in the FY24 budget.

STAFF RECOMMENDATION

Staff recommends that these security and software update services be approved as they are critical to continued radio system integrity.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Dailey-Wells Contract Resolution 10-12-23
2. SSA Minimum FY2023-072523
3. Abilene - Sole Source - L3Harris 9-20-23
4. Dailey-Wells Contract Award Presentation (10-12-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING A CONTRACT TO DAILEY & WELLS COMMUNICATIONS INC. FOR SOFTWARE AND SECURITY UPDATES TO THE L3 HARRIS RADIO SYSTEM

WHEREAS, the City's L3 Harris radio system has computerized components that require software and security updates; and

WHEREAS, Dailey & Wells can provide these software and security updates; and

WHEREAS, Daily & Wells is the licensed dealer for L3 Harris in the Abilene region and therefore is the sole source provider for this system; and

WHEREAS, Dailey & Wells quoted software and security updates for five years; and

WHEREAS, the City has budgeted for the software and security updates totaling $109,854.00 for FY24; and

WHEREAS, authorization is given to contract with Dailey & Wells for the following years at the quoted prices, if sufficient funds are budgeted in those fiscal years.

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

1. That the City Manager is authorized to approve this contract with Dailey & Wells for $109,854.00.
2. That the City Manager is authorized to approve contracts each individual fiscal year included in the quote, if sufficient funds are budgeted.
3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219

L3HARRIS DAILEY-WELLS

Bill To:
City of Abilene
PO Box 60 - Accts. Payable
Abilene, TX 79604
ATTN: Melissa Denson
PH: 325-676-6626
EMAIL: melissa.denson@abilenetx.gov

Customer PO:

Purchase Contract:

SHIP TO:
City of Abilene
2641 S. 9th St
Abilene, TX 79605
ATTN: Jerry Reiling
325-676-6062

Sales Person:
Larry Sayles
larry@dwcomm.com
(888) 311-7595 Mobile

Quotation: SSA-Minimum-072523
Quote Number: SSA-Minimum-072523
Terms: Net 30
Date: 7/25/2023
Valid Until: 60 Day from the above date.

Software Services Agreement

Item	Part Number	Description	Qnty.	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	YRGS5J	Premium Technical Support, PTS (TAC)	1	$ 31,175.00	$ 31,858.00	$ 32,555.00	$ 33,268.00	$ 33,997.00	$ 34,741.00
2	YR-SZ2B	Premium Technical Support PTS	1	$ -	$ 92,300.00	$ -	$ -	$ 141,273.00	$ -
3	MASS-ASN7N	Security Update Management (SUMS)	1	$ -	$ 54,927.00	$ 56,130.00	$ 57,359.00	$ 58,615.00	$ 59,899.00
4	MASS-BSN6J	Software Managed Service (SMS)	1	$ -	$ 54,927.00	$ 56,130.00	$ 57,359.00	$ 58,615.00	$ 59,899.00
		Annual Cost for Managed Services			**$234,012.00**	**$ 144,815.00**	**$ 147,986.00**	**$ 292,500.00**	**$ 154,539.00**

Price quote for Budgetary Purposes Only

	FY 2023
	$ 54,927.00
	$ 54,927.00
Minimum Tota	**$ 109,854.00**

Notes:

Purchase Orders to be issued to:
Dailey & Wells Communcations Inc
3440 E. Houston St.
San Antonio, TX 78219
Purchase orders must include the following references:
*Quotation Name
*Contract Number and/or name
* Frequencies must be supplied (if applicable)
*Requested delivery date
*Shipping will default to Bestway, 5 day ground, unless other wise specified
*Bill and Ship to address must be included
*Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.
*Non standard packing will be billed to customer

*This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.
*These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.
*TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

221 Jefferson Ridge Parkway
Lynchburg, Virginia, 24501
Tele. (434) 455-9608

September 20, 2023

Melissa Gorman
Division Manager, Purchasing
City of Abilene
555 Walnut St.
Abilene, Texas 79601

Dear Ms. Gorman:

The City of Abilene has purchased, installed, and operates a L3Harris Project 25 Public Safety Communications system. This system provides the critical two-way communications for all city departments.

For this system to maintain peak performance, stability and security the infrastructure and terminals operating software must be maintained at the most recent release level. L3Harris Premium Technical Support, Security Update Management Service and Software Managed Services falls under L3Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, L3Harris Corporation.

Dailey-Wells Communications is the only authorized L3Harris Corporation Network Solutions Provider to provide system sales, service, system upgrades and repairs to include mobiles, portables, control stations and other P25 equipment for all agencies operating on this communications system. This assignment was made effective September 2004 and does not have an end date. If this status should change at some point in the future, you will be notified by L3Harris Corporation in writing. Orders for L3Harris Corporation equipment, software, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. L3Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue our local service and sales support of Project 25 Systems throughout your area.

Sincerely,

Todd Perdieu

Todd Perdieu
Director of North American Channel Partners
L3Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

City Council Meeting

10/12/2023

CITY OF
ABILENE
TEXAS

Dailey & Wells Communications Software and Security Update Contract Award

- The city's L3 Harris radio system, as any computerized system, needs continuous software and security updates to keep its performance optimal and secure.
- In 2022, Airwave Services staff requested pricing from Dailey & Wells Communications Inc., the L3 Harris dealer for our region, for a quote on various support products. At that time, software and security updates were discovered to still be covered under the system modernization purchase.

CITY OF ABILENE TEXAS

- Software and Security updates and support are included in the Dailey-Wells quote starting in Year 2 and are priced for five years.
- Council approval is sought for Security Update Management and Software Managed Service for the combined total of $109,854.00 in FY24 as this is budgeted in the city's FY24 budget.
- Council approval is also sought at the quoted pricing in Years 3 through 6, if sufficiently funded in those future fiscal years.
- Dailey & Wells is the only authorized dealer for this region and is, therefore, the sole source provider.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept a Grant from TXDOT for Design and Construction of an Aircraft Ramp at Abilene Regional Airport (Don Green)**

GENERAL INFORMATION

Abilene Regional Airport (ABI) has hosted air tanker aircraft contracted by the Texas A&M Forest Service for many years during wildfire activity. These aircraft are assigned to fight fires in Texas, surrounding states, and around our community. The size and number of such aircraft at ABI has increased in recent years, causing congestion on the Terminal Ramp, which requires significant coordination to resolve conflicts between air carrier, Forest Service, military, and general aviation operations.

Airport, Abilene Aero and Forest Service staffs began discussing the need for a new aircraft ramp to ease the congestion about two years ago.
City and State Legislative officials worked together to successfully request an appropriation in the state's FY24 budget to design and construct this ramp. The Legislature approved a $20,000,000 appropriation as a grant through TXDOT Aviation.

The grant agreement is presented now for acceptance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The grant requires a 10% Match of $2,222,222.00, which was approved in the City's FY24 Budget.

STAFF RECOMMENDATION

Staff recommends accepting this grant as the project has far reaching benefits to wildfire fighting in and beyond Abilene and addresses airport operational concerns.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will vote on its recommendation to accept the grant at its October 11, 2023 meeting. If the board is not able to meet, or does not make a recommendation, Council will be informed of the situation.

ATTACHMENTS:

1. TXDOT Ramp Project Grant Resolution
2. TXDOT Grant Agreement (Final) 2408ABLNE
3. FY24 TXDOT Grant Award Presentation (10-12-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACCEPTING A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF AN AIRCRAFT RAMP AT ABILENE REGIONAL AIRPORT

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport continually seeks improvement of its infrastructure to better serve the public; and

WHEREAS, the City intends to make certain improvements to Abilene Regional Airport; and

WHEREAS, the improvements are described as: Design and Construction of an Aircraft Ramp suitable to meet the operational needs of State and Federal Contract Firefighting Aircraft; and

WHEREAS, the State of Texas intends to provide financial assistance through the Texas Department of Transportation for these improvements; and

WHEREAS, the State will provide a grant of up to $20,000,000.00 as authorized in the 2023 HB 1 FY24 Budget Rider; and

WHEREAS, the City will provide a Local Grant Match of 10%, or up to $2,222,222.22 of the total project costs; and

WHEREAS, the State is not responsible for project costs, exceeding $20,000,000.00.

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

I. That City Council authorizes the City Manager to accept this grant.
II. That this action is effective immediately upon Council approval.

ADOPTED this 12th day of October 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

TEXAS DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT

(State Assisted Airport Development Grant)

TxDOT Project No.: 2408ABLNE
Commission Approval: September 26, 2023

Part I - Identification of the Project

TO: City of Abilene, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, (hereinafter referred to as the "State"), for and on behalf of the State of Texas, and City of Abilene, Texas, hereinafter referred to as the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under V.T.C.A., Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp.).

The project is described as design and construction of a Statewide Fire Fighting Headquarters at Abilene Regional Airport.

The Sponsor applies for a grant for financial assistance for the project described above.

The parties, by this Agreement, do fix their respective responsibilities with reference to each other and with reference to the accomplishment of said project.

NOW, for and in consideration of the benefits which will accrue to the parties by virtue of the completion of the project, IT IS MUTUALLY COVENANTED AND AGREED as follows:

Part II - Offer of Financial Assistance

1. It is estimated that approximately $20,000,000 (Amount A) of the project costs will be eligible for State financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State and is subject to the availability of state funds.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

2. If there is an overrun in the eligible project costs, the State may not increase the grant. The Sponsor is responsible for all 100% of all costs above the state share of $20,000,000.

3. Should estimated eligible project costs as determined following the receipt of construction bids for the project, exceed the amount shown above (Amount A), the Sponsor may request the State to void this Agreement, whereupon the State shall agree to void this Agreement upon the satisfaction of the following conditions:

   a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and

   b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future State expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

   c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

4. Upon satisfaction of the conditions specified in Paragraph II-3 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered monies actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.

5. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are more than the percentage of financial assistance (Amount A) as stated in Paragraph II-1.

6. Sponsor, by accepting this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as stated. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

7. Monthly grant agreement payments to the Sponsor may be authorized upon application to the State. Payments of the State's share of the allowable project costs will be made in proportion to the amount of the project satisfactorily completed at the time of the payment application.

8. The State shall make all reasonable attempts to acquire state funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of state funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the State has provided state funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will comply with the Attachment C, Certification of State Single Audit Requirements, attached and made a part of this Agreement; and

   c. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and

   d. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

   e. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and

   f. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include,

but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the FAA, when applicable. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from grant obligations from the State/FAA, any of which will require 18 months, or longer; and

h. through the fence access shall be reviewed and approved by the FAA; and

i. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

j. the Sponsor shall submit to the State annual statements of airport revenues and expenses; and

k. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

l. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernable from other types of monies identified in the fund. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

m. the Sponsor shall operate runway lighting of at least one runway at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and

n. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain avigation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

o. it will provide upon request of the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

p. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes related to this project.

q. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the FAA and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be available to the State at its request; and

r. Construction shall be completed by August 31, 2029. Failure to do so will constitute just cause for termination of the obligations of the State of Texas by the State.

s. Carry out and complete the project without undue delay and in accordance with the plans and specifications which are submitted to and approved by the staff. The State has the option to withhold the payment of any State funds unless the plans and specifications have been completed and approved by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.

4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.

5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.

6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.

7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

8. The Sponsor agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

9. The Sponsor shall retain in their files until the project is closed plus four years the following and submit to the state if requested:

   a. documentation of official designation of the consultant selection committee, evaluation criteria, scoring matrix and consultant ranking; and

   b. if reimbursement is sought for professional services contract: copies of the

independent engineering fee analysis and negotiation summary, consultant contract; and

c. preliminary design plans; and

d. prior to advertising for construction: contract documents including drawings, specifications, bid documents; and

e. construction contract award: bid tabulation and recommendation of award; construction change orders and supplemental agreements; and

f. record drawings; and

9. The Sponsor shall submit to the State the following:

a. consultant and project scope of work; and

b. engineering fee and independent fee estimate; and

c. construction safety and phasing plan; and

d. prior to advertising for construction: contract documents including drawings, specifications, bid documents. One hard copy of drawing, specifications; and

e. advance notification of pre-construction meeting; and

f. advance notification of the final inspection date; and

g. advance notification of final punch list and photo documentation of completed items; and

h. acceptance of project.

PART IV- State Responsibilities

1. Responsibility of the State shall include, if appropriate, but not be limited to:

a. review project scope; and

b. occasional visits to the project site during construction.

PART V - Recitals

1. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment which the Sponsor may enter into or assume, or have entered into or have assumed, regarding the above project.

2. This Agreement is subject to the applicable provisions of the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the aforementioned rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to the Agreement herein, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

3. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

4. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

5. All commitments by the Sponsor and the State hereunder are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

6. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

7. Termination

This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties.
- by either party upon the failure of the other party to fulfill the obligations set forth herein.
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.
B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.
C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
D. The State will not pay interest on any funds provided by the Sponsor.
E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part V - Acceptance of the Sponsor

City of Abilene, Texas does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the foregoing Agreement, and does accept the Offer, and by the acceptance agrees to all the terms and conditions of the Agreement.

City of Abilene, Texas
Sponsor

_____
Sponsor Signature

_____
Sponsor Title

_____
Date

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A

CERTIFICATION OF AIRPORT FUND

The Sponsor does certify that the Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund.

City of Abilene, Texas
(Sponsor)

_____
Sponsor Signature

_____
Sponsor Title

_____
Date

ATTACHMENT B

Certification of State Single Audit Requirements

I, _____, do certify that the City of Abilene, Texas will comply with all requirements of the State Single Audit Act if the city/county spends more than $750,000 in any funding sources during this fiscal year. And in following those requirements the City of Abilene, Texas will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of $750,000.00 in expenditures, please submit a letter indicating that your entity is not required to have an audit performed for FY ____.

_____
Signature of Designated Representative

_____
Title

_____
Date

City Council Meeting

10/12/2023

CITY OF
ABILENE
TEXAS

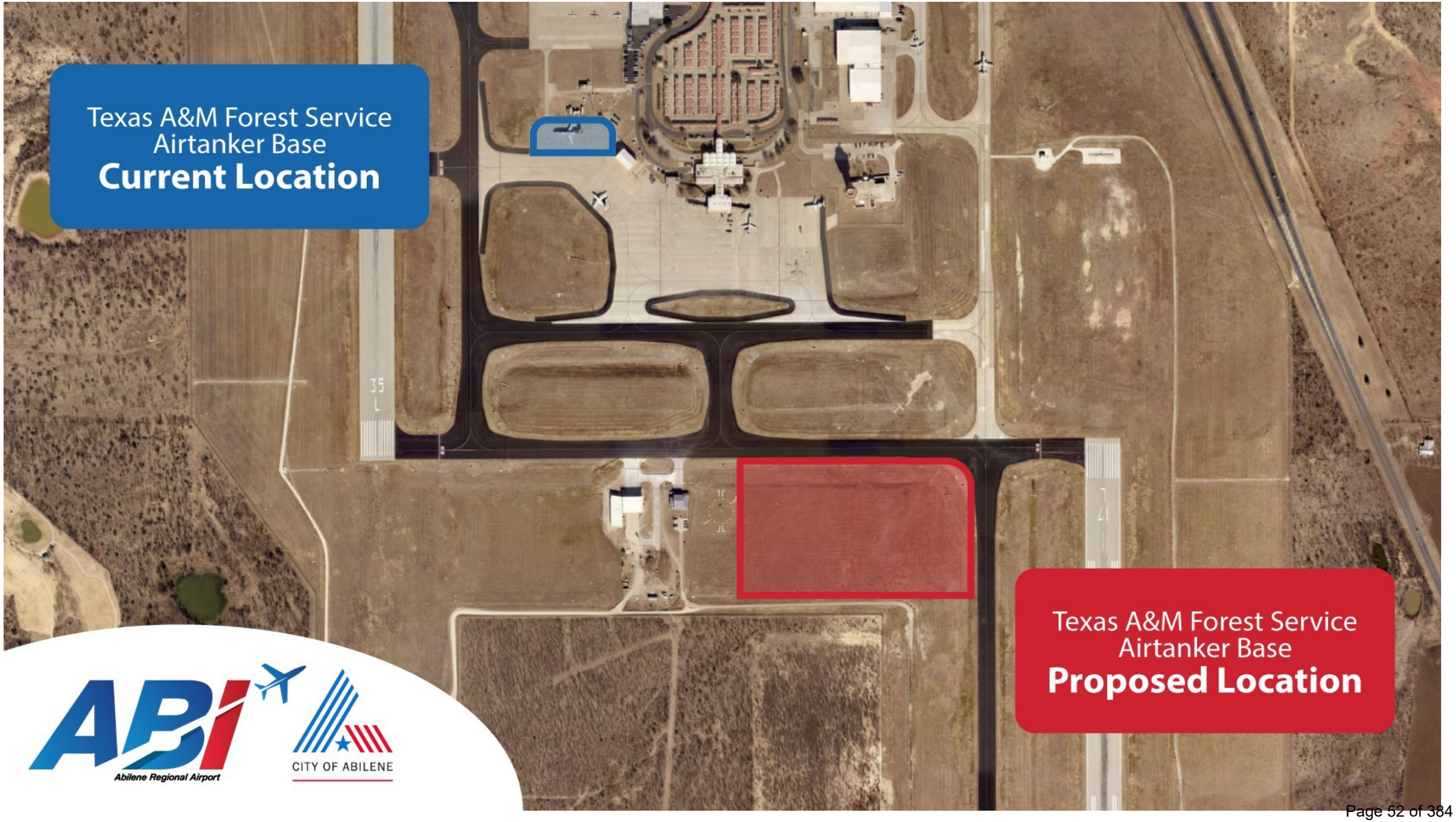
TXDOT Grant Award

- Abilene Regional Airport (ABI) has hosted air tanker aircraft contracted by the Texas A&M Forest Service for many years during wildfire activity. These aircraft are assigned to fight fires in Texas, surrounding states, and in our community.
- The size and number of such aircraft at ABI has increased in recent years causing congestion on the Terminal Ramp, which requires significant coordination to resolve conflicts between air carrier, Forest Service, military, and general aviation operations.

CITY OF ABILENE TEXAS

- Airport, Abilene Aero and Forest Service staffs began discussing the need for a new aircraft ramp to ease the congestion about two years ago.
- City and State Legislative officials worked together to successfully request an appropriation in the state's FY24 budget to design and construct this ramp.
- The Legislature approved a $20,000,000 appropriation as a grant through TXDOT Aviation.
- The grant requires a 10% Match of $2,222,222.00, which was approved in the City's FY24 Budget.

CITY OF ABILENE TEXAS


Texas A&M Forest Service
Airtanker Base
Current Location
Texas A&M Forest Service
Airtanker Base
Proposed Location
35
L
17
ABI
Abilene Regional Airport
CITY OF ABILENE

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Garver for Design and Construction Management of an Aircraft Ramp at Abilene Regional Airport (Don Green)**

GENERAL INFORMATION

Council approved a contract with Garver for Airside Engineering Services at the airport at its September 28, 2023 meeting. Task Order 1 under this contract covers design and bidding services for the aircraft ramp funded by the FY24 TXDOT Grant. The task order includes all engineering design, testing, bidding services, and coordination with other agencies and utilities to successfully design and bid this project. Garver has successfully completed numerous projects at the airport and is fully capable of successfully delivering this project.

Garver's task order will be at a cost not to exceed $617,900.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

$556,110.00 (90%) of this task order cost is funded by the TXDOT Grant. $61,790.00 (10%) is funded by the City's grant match amount.

STAFF RECOMMENDATION

Staff recommends accepting this task order with Garver for Design and Bidding Services for the new aircraft ramp.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board will vote on its recommendation to accept the grant at its October 11, 2023 meeting. If the board is not able to meet, or does not make a recommendation, Council will be informed of the situation.

ATTACHMENTS:

1. Garver Ramp Design-Bid Services Task Order Resolution 10-12-23
2. ABI - Forest Service Ramp - Garver Proposal - 2023-09-22 (1)
3. Garver Design-Bid Services Task Order Presentation (10-12-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING A TASK ORDER WITH GARVER FOR ENGINEERING DESIGN AND BIDDING SERVICES FOR A NEW AIRCRAFT RAMP AT ABILENE REGIONAL AIRPORT.

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the City Council approved a Master Contract for Airside Engineering Services at Abilene Regional Airport in Resolution 167-2023; and

WHEREAS, Garver has proposed a task order for engineering design and bidding services for a new aircraft ramp; and

WHEREAS, the cost of this task order will not exceed $617,900.00 under the current anticipated scope of services; and

WHERAS, a grant from TXDOT for this ramp project will fund $556,110.00 (90%) of this task order and the City will fund $61,790.00 (10%); and

WHEREAS, the Airport Development Board approved its recommendation at its October 11, 2023 meeting.

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

1. That the City Manager is authorized to approve this task order with Garver.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

September 22, 2023

Don Green, AAE
City of Abilene
Director of Transportation Services
2933 Airport Blvd
Abilene, TX 79602

Re: Abilene Regional Airport (ABI)
Forest Service Ramp
Engineering Services Proposal *(Revision 01)*

Dear Mr. Green:

Garver is pleased to submit this proposal to provide engineering professional services related to the design and bidding phases for the above referenced project.

COMPENSATION
For the Forest Service Ramp project, the lump sum fee of **$617,900.00** is based on the completion of design and bidding phases services. The overall DBE participation is 4.53%. A detailed breakdown of the proposed fee for these services is included within Exhibit B.

SCHEDULE
Garver acknowledges the importance of the project schedule to the City of Abilene and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

Barring unforeseen circumstances beyond the control of Garver, we would anticipate completing the work within a mutually agreeable schedule that aligns with the City of Abilene.

Garver is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or would like any additional information, please feel free to call me anytime at 214-619-9023.

Sincerely,

Mitchell McAnally, PE, PMP
Senior Project Manager

Attachments: Exhibit A – Scope of Services
Exhibit B – Fee Spreadsheet

EXHIBIT A
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for the Forest Service Ramp at Abilene Regional Airport. Improvements will consist of a new ramp south of Taxiway M for the Texas A&M Forest Service Airtanker Base, including the following:

- New concrete apron to support two aircraft parking positions for aircraft to load fire retardant
- Apron connection to Taxiway M
- New asphalt roadway to the concrete apron
- High-mast lighting for the apron
- Concrete foundations for the new storage tanks and mixing equipment for the fire retardant.
- New aboveground storage tanks for fire retardant and mixing equipment
- Water service with hydrants for the new apron.

Primary design phases will include the following:

- Surveying Services
- Geotechnical Services
- Environmental Services
- Design Services
    - 30% Conceptual Design
    - 60% Preliminary Design
    - 90% Final Design
    - 100% Issued for Bid
- Bidding Services

1. SURVEYING SERVICES

1.1. Design Surveys. Enprotec / Hibbs & Todd, Inc (eHT) will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Survey team members will be escorted by Owner's staff.

1.2. eHT will conduct field surveys, utilizing high definition scanning with traditional survey methods as necessary to obtain topography and above ground features, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

1.3. eHT will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

2. GEOTECHNICAL SERVICES

2.1. Enprotec / Hibbs & Todd, Inc (eHT), as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

2.2. The geotechnical portion of the project will include drilling and sampling 8 test borings to a depth of 10 feet, digging 2 test pits to a depth of 4 to 5 feet, laboratory testing, and an engineering analysis and evaluation to provide design information for the new ramp south of Taxiway M for the Texas A&M Forest Service Airtanker Base.

2.3. The geotechnical analysis will also include the design for aboveground storage tanks for the fire retardant material.

3. DESIGN SERVICES

3.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

3.2. Owner / Agency Coordination:Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs. The following meetings will be scheduled, at a minimum, for the design phase services:

- Pre-Design Kickoff Meeting
- Site Evaluations of Existing Air Tanker Operations
- CSPP Stakeholder Meeting for each design phase
- Preliminary Design Review Meeting
- Final Design Review Meeting
- Pre-Bid Meeting
- Bid Opening

3.2.1. Reimbursable Agreement: Garver will assist with the development of a new FAA design and/or construction Reimbursable Agreement(s) (RA) if the FAA facilities construction work is required by the applicable work within the project limits. The design RA will require coordination work responsibilities directly with the appropriate FAA lead planner or other personnel prior to design services. The construction RA will require execution prior to bidding to coordinate FAA Resident Engineer (RE) services within the construction schedule.

3.2.2. Modifications to Standard: Garver will develop a modification to standard (MOS) if deemed necessary during the design. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.

3.2.3. Separate Procurement for Special Systems: Garver will assist with the development of separate procurement documents required by the AIP Handbook including such duties as assembling initial scope of work, equipment procurement requirements, design reviews, cost estimating, and reviewing the manufacturers/system installers invoices and scope of work documents to support the project. This work includes the required correspondence duties with the FAA ADO and PM as outlined in the AIP Handbook.

3.3. Quality Control

3.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

3.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

3.4. Environmental Coordination

3.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Upon Owner review, the SWPPP and NOI shall be submitted to the Texas Commission on Environmental Quality (TCEQ) for review. Garver will incorporate comments from the review agency.

3.4.2. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

3.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

3.6. Construction Safety and Phasing Plan

3.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

3.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

3.7. Existing Conditions Review

3.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

3.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

3.8. Pavement Design: Garver will develop a fleet mix for the proposed project based on aircraft fleet data from the Airport Operator and the Traffic Flow Management System Counts (TFMSC). Upon completion of the aircraft fleet mix, Garver will submit the fleet to the Owner for review. Upon approval by the Owner, Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen. For concrete pavement design, Garver will design joint patterns and jointing details.

3.9. Geometric Design: Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards.

3.10. Modeling: Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each connector taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

3.11. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

3.12. Airfield Electrical

3.12.1. Airfield Lighting and Signage: Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: taxiway edge lighting and guidance signage.

3.12.2. NAVAIDS: Garver will provide electrical engineering services for the relocation of FAA facilities, including existing underground communications and power lines. Design meetings will be coordinated per Airport RA requirements with FAA NAVAIDs, FAA Communications, and local FAA SSC teams for a coordinated design package. FAA drawings, details, and technical specifications will be reviewed and incorporated into the project. In addition, Entergy primary power systems, which server the FAA RVR midfield facility, will be designed for relocation.

3.12.3. High Mast Lighting: Garver will provide electrical engineering services to design new high-mast lighting for the new apron.

3.13. Utility Design and Coordination: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Natural Gas (ATMOS)

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

3.14. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	60% Preliminary	90% Final	100% Issued for Bid
Cover Sheet	X	X	X
Sheet Index	X	X	X
General Notes	X	X	X
Project Layout Plan	X	X	X
Survey Control Plan	X	X	X
Construction Safety Plans	X	X	X
Construction Safety Details	X	X	X
Existing Conditions Plans		X	X
Erosion Control Plans	X	X	X
Erosion Control Details		X	X
Demolition Plans	X	X	X
Demolition Details		X	X
Drainage Plans	X	X	X
Drainage Details		X	X
Utility Plans	X	X	X
Utility Details		X	X
Typical Sections	X	X	X
Paving Plans	X	X	X
Paving Details		X	X
Grading Plans	X	X	X
Grading Details		X	X
Joint Layout Plans		X	X
Joint Details		X	X
Pavement Marking Plans	X	X	X

Pavement Marking Details	X	X	X
Electrical Notes	X	X	X
Lighting Removal Plans	X	X	X
Lighting Installation Plans	X	X	X
Lighting Details	X	X	X
Power and Control Diagrams	X	X	X
Cross Sections		X	X

3.15. Specifications and Contract Documents

3.15.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

3.15.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

3.16. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

3.17. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

3.17.1. 30% Conceptual Design

3.17.1.1. Garver will develop site layout options for review by the Owner and Forest Service. In addition to the site layout options, Garver will provide conceptual cost estimates associated with each site layout option.

3.17.2. 60% Preliminary Design

3.17.2.1. Garver will develop 60% preliminary design plans, specifications, and engineer's estimate of probable cost and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

3.17.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 60% preliminary design plans, specifications, and engineer's estimate and to receive Owner comments and direction.

3.17.3. 90% Final Design

3.17.3.1. Garver will develop 90% final design plans, specifications, and engineer's estimate of probable cost and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within four weeks.

3.17.3.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's estimate and to receive Owner comments and direction.

3.17.4. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

4. BIDDING SERVICES

4.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference, attend a bid opening conference, evaluate bid results, and provide a recommendation of award. The Owner will pay advertising costs outside of this contract.

4.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

4.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

5. PROJECT DELIVERABLES

5.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 30% Conceptual Design Layouts and Cost Estimates
- 60% Preliminary Design Plans, Specifications, and Report to the Owner, FAA, and affected Utilities.
- 90% Final Design Plans, Specifications, and Report to the Owner and FAA.

- 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
- Construction Management Plan to the Owner and FAA
- Other electronic files as requested.

6. ADDITIONAL SERVICES

6.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

7. SCHEDULE

7.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B

Abilene Regional Airport
Forest Service Ramp

FEE SUMMARY

Title I Service	Estimated Fees
Geotechnical & Surveying Services	$ 75,700.00
Environmental Services	$ 7,300.00
Conceptual Design	$ 81,100.00
Preliminary Design	$ 223,500.00
Final Design	$ 213,300.00
Bidding Services	$ 17,000.00
Subtotal for Title I Service	**$ 617,900.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Geotechnical & Surveying Services

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-3
	hr	hr	hr	hr
1. Surveys - Topographic				
Project / Subconsultant Management	11	27		
Survey Field Work Coordination Exhibits		2		6
Geotechnical Field Work Coordination Exhibits		2		6
SUE Field Work Coordination Exhibits		2		4
Subtotal - Surveys - Topographic	**11**	**33**	**0**	**16**
Hours	**11**	**33**	**0**	**16**

SUBTOTAL - SALARIES: **$13,911.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	$104.00
Postage/Freight/Courier	$0.00
Office Supplies/Equipment	$20.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$124.00**

SUBCONSULTANTS:

eHT (Geotechnical Investigation)	$16,850.00
eHT (Surveying Services - Topographic Survey)	$16,650.00
Rios Group (SUE Quality Level A)	$28,165.00
SUBTOTAL - SUBCONSULTANT FEES:	**$61,665.00**

TOTAL FEE: **$75,700.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Environmental Services

WORK TASK DESCRIPTION	E-5	E-3	E-2	E-1	T-3
	hr	hr	hr	hr	hr
1. Categorical Exclusion (CATEX)					
Records Research and Review			3		
Noise Analysis			2		
Biotic Resources/Endangered and threatened Species			2		
Water Resources			2		
Historic and Archeological Resources			2		
Coordinate with Airport Master Plan		1			
Draft CATEX Checklist	2		8		
Quality Control (QC) Review	5				
Address Revisions per QC Review			2		
Submit Final CATEX to FAA	1				
Coordination with Airport	1				
Subtotal - Categorical Exclusion (CATEX)	**9**	**1**	**21**	**0**	**0**

Hours	**9**	**1**	**21**	**0**	**0**

SUBTOTAL - SALARIES:	**$7,092.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$143.00
Postage/Freight/Courier	$40.00
Office Supplies/Equipment	$25.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$208.00**
SUBTOTAL:	**$7,300.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$7,300.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Conceptual Design

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-3
	hr	hr	hr	hr
1. Project Administration				
Internal Project Team Progress Meetings	1	4	4	4
USFS Operations Evaluation and Site Visits (2 visits)	20	20		
Design Schedule Development and Updates		2		
Develop Design Quality Control Plan		4		
Project Design Kickoff Meeting	8	2	2	
Stakeholder Coordination				
FAA Coordination	1	2		
Franchise Utility Coordination	2	4		
Subtotal - Project Administration	**32**	**38**	**6**	**4**
2. Civil Engineering				
Base Map Development		1	2	12
Site Investigation		12	12	
Establish Design Criteria and Parameters	2	4		
Record Research		1	8	
Develop Site Layout Options	4	16	24	40
Review Geotechnical Report	4	8	2	
Survey Data Analysis and Review		1		12
Develop Pavement Design	1	4		
Researching State Unit Prices and Previous Bidding Documents		1	4	
Develop Conceptual Opinions of Probable Construction Costs		1	2	
Internal Quality Control (QC) Review	4	8		
Incorporate QC Review Comments		2	4	4
Prepare and Attend Stakeholder Review Meeting	1	2		
Subtotal - Civil Engineering	**16**	**61**	**58**	**68**
3. Electrical Engineering				
Record Research		8	4	
Site Visit and Inventory		8	4	
Coordination with Utilities		12	4	
Develop Conceptual Opinions of Probable Construction Costs		4	2	
Internal Quality Control (QC) Review	2	4		
Incorporate QC Review Comments		1	4	4
Attend Stakeholder Review Meeting		1		
Subtotal - Electrical Engineering	**2**	**38**	**18**	**4**
Hours	**50**	**137**	**82**	**76**

SUBTOTAL - SALARIES:	**$74,111.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$2,289.00
Postage/Freight/Courier	$0.00
Office Supplies/Equipment	$200.00
Computer Modeling/Software Use	$300.00
Travel Costs	$4,200.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$6,989.00**
SUBTOTAL:	**$81,100.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$81,100.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Preliminary Design

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-3
	hr	hr	hr	hr
1. Project Administration				
Internal Project Team Progress Meetings	2	8	8	8
Layout Workshop with Airport / Forest Service	8	10	2	
Design Schedule Development and Updates		1		
Fire Retardant Storage and Mixing Equipment Coordination	1	8		
Stakeholder Coordination				
FAA Coordination	2	2		
Abilene Regional Airport Coordination	2	4		
Franchise Utility Coordination	2	4		
Subtotal - Project Administration	**17**	**37**	**10**	**8**
2. Civil Engineering				
Base Map Development		1	2	12
Establish Design Criteria and Parameters	2	4		
Civil 3D Modeling				
Develop Geometric Layout	2	8	24	
Develop Horizontal Alignments		4	16	
Develop Vertical Alignments	2	12	36	
Develop Assemblies		4	12	
Corridor Modeling (Connector Taxiways)		8	24	
Corridor Modeling (Apron)		16	36	
Corridor Modeling (Vehicle Service Road)		12	32	
Drainage and Grading Modeling		10	24	
Drainage Basin Development	2	4	12	16
Pre-Development Flow Calculations		8	16	
Post-Development Flow Calculations		12	24	
FAA Design Checklist		4		
60% Preliminary Plans				
General Sheets				
Cover Sheet			1	2
Sheet Index			1	2
General Notes			2	4
Project Layout Plans		1	2	4
Survey Control Plans		1	2	6
Construction Safety Plans	1	4	8	16
Construction Safety Details and Notes			2	4

Civil Sheets				
Erosion Control Plans			2	4
Erosion Control Notes			1	2
Demolition Plans			2	4
Drainage Layout Plans		8	12	24
Drainage Profiles		4	8	
Drainage Details			1	2
Utility Demolition Plans		2	2	4
Utility Installation Plans (Water)		2	8	16
Utility Details		2	2	8
Typical Sections		2	4	8
Connector Taxiway Paving Plans		1	8	12
Apron Paving Plans		1	8	12
AST Foundation Design and Details	4	16		40
Grading Plans		2	8	24
Joint Layout Plans			1	2
Pavement Marking Plans		1	2	2
Pavement Marking Details			2	2
Vehicle Service Road Plan & Profile		1	8	16
Vehicle Service Road Typical Section & Details		1	4	8
Develop Preliminary Specifications		10	8	
Develop Preliminary Quantities			8	8
Researching State Unit Prices and Previous Bidding Documents		2	4	
Develop Preliminary Opinions of Probable Construction Costs		1	2	
Internal Quality Control (QC) Review	8	16		
Incorporate QC Review Comments		8	12	16
Print and Submit Preliminary Design Package		1	6	
Prepare and Attend Stakeholder Review Meeting	2	3		
Subtotal - Civil Engineering	**23**	**197**	**399**	**280**
3. Electrical Engineering				
Coordination with Utilities		12	4	
60% Preliminary Plans				
Electrical Notes		1	2	4
Lighting Removal Plans		1	2	4
Lighting Installation Plans		1	4	8
Lighting Details		1	2	4
Signage Demolition Plans		1	2	4
Signage Installation Plans		1	8	12
Signage Details		1	2	4
Electrical One-Line Diagram		2	4	
Electrical Details		1	4	8
Develop Preliminary Technical Specifications		8		
Develop Preliminary Supplemental Specifications		4		
Develop Preliminary Quantities			8	8
Develop Preliminary Opinions of Probable Construction Costs		4	2	
Internal Quality Control (QC) Review	4	8		
Incorporate QC Review Comments		4	16	16
Attend Stakeholder Review Meeting		1		
Subtotal - Electrical Engineering	**4**	**51**	**60**	**72**
Hours	**44**	**285**	**469**	**360**

SUBTOTAL - SALARIES:	**$220,042.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$2,358.00
Postage/Freight/Courier	$250.00
Office Supplies/Equipment	$200.00
Computer Modeling/Software Use	$300.00
Travel Costs	$350.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$3,458.00**
SUBTOTAL:	**$223,500.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$223,500.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Final Design

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-3
	hr	hr	hr	hr
1. Project Administration				
Incorporate Preliminary Review Comments		2	8	
Internal Project Team Progress Meetings	2	6	6	6
Phasing Workshop with Airport / Tower	2	10		
Design Schedule Updates		1		
Fire Retardant Storage and Mixing Equipment Coordination	1	4		
Stakeholder Coordination				
FAA Coordination	1	4		
Abilene Regional Airport Coordination	1	2		
Franchise Utility Coordination	4	16		
Contractor Outreach & Constructability Review	2	8		
Subtotal - Project Administration	**13**	**53**	**14**	**6**
2. Civil Engineering				
Civil 3D Modeling				
Update Geometric Layout	1	2	8	
Update Horizontal Alignments		1	4	
Update Vertical Alignments	1	8	16	
Update Assemblies		1	4	
Update Corridor Model (Connector Taxiways)	2	8	24	
Update Corridor Model (Apron)	2	12	32	
Update Corridor Model (Vehicle Service Road)	2	10	28	
Drainage and Grading Modeling	2	8	16	
Update Drainage Basin Development	1	4	8	
FAA Design Checklist	4			
90% Final Plans				
Cover Sheet			1	2
Sheet Index			1	2
General Notes			1	2
Project Layout Plan		1	2	4
Survey Control Plan		1	1	2
Construction Safety Plans		4	6	12
Construction Safety Details			1	2
Existing Conditions Plans		1	1	2
Erosion Control Plans		1	2	4
Erosion Control Details			1	2
Demolition Plans		1	2	8
Demolition Details			1	2
Drainage Layout Plans		4	8	16
Drainage Profiles		4	8	
Drainage Details			1	2
Utility Demolition Plans		1	1	4
Utility Installation Plans (Water)		1	4	8
Utility Details			1	4
Typical Sections		1	2	4
Connector Taxiway Paving Plans		1	4	8
Apron Paving Plans		1	4	8

Paving Details			1	2
AST Foundation Design and Details	2	8		32
Grading Plans		1	4	8
Grading Details			1	2
Joint Layout Plans		1	2	4
Joint Details			1	2
Pavement Marking Plans		1	2	2
Pavement Marking Details		1	2	2
Fencing Plans			1	2
Cross Sections		2	12	24
Vehicle Service Road Plan & Profile		1	6	8
Vehicle Service Road Typical Section & Details		1	4	8
Develop Final Construction Contract Documents	2	8		
Develop Final Specifications		8	12	
Develop Final Quantities			8	8
Researching State Unit Prices and Previous Bidding Documents		2		
Develop Final Opinions of Probable Construction Costs		4		
Internal Quality Control (QC) Review	8	16		
Incorporate QC Review Comments		8	8	24
Review CSPP Checklist		2	2	
Prepare and Submit CSPP to FAA		1	2	4
Construction		1	4	
Prepare and Submit Construction Management Plan		2	4	
Print and Submit Final Design Package			2	6
Prepare and Attend Final Review Meeting	2	10		
Issue Meeting Minutes from Final Design Review Meeting		1		
Incorporate Final Review Comments		12	24	32
Prepare Bid Documents		4	8	8
Subtotal - Civil Engineering	**29**	**171**	**303**	**276**
3. Electrical Engineering				
Coordination with Utilities		8	2	
90% Final Plans				
Electrical Notes		1	1	2
Lighting Removal Plans		1	2	4
Lighting Installation Plans		1	4	8
Lighting Details		1	1	2
Signage Demolition Plans		1	2	4
Signage Installation Plans		1	4	8
Signage Details		1	1	2
Electrical One-Line Diagram		2	4	
Electrical Details		2	4	12
Develop Final Specifications		4	4	
Develop Final Supplemental Specifications		4		
Develop Final Quantities			4	4
Develop Final Opinions of Probable Construction Costs		2	4	
Internal Quality Control (QC) Review	8	16		
Incorporate QC Review Comments		4	12	24
Attend Final Review Meeting		2		
Incorporate Final Review Comments		4	16	24
Subtotal - Electrical Engineering	**8**	**55**	**65**	**94**
Hours	**50**	**279**	**382**	**376**

SUBTOTAL - SALARIES:	**$209,561.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$2,439.00
Postage/Freight/Courier	$450.00
Office Supplies/Equipment	$200.00
Computer Modeling/Software Use	$300.00
Travel Costs	$350.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$3,739.00**
SUBTOTAL:	**$213,300.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$213,300.00**

Exhibit B

Abilene Regional Airport
Forest Service Ramp

Bidding Services

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-3
	hr	hr	hr	hr
1. Civil Engineering				
Coordination with FAA	1	2		
Coordination with Abilene Regional Airport	1	2		
Contact Bidders for Notice of Advertisement		2	4	
Bidders		4	4	
Prepare Bid-Tabulation			2	
Prepare for Pre-Bid Meeting		4		4
Attend Pre-Bid Meeting	1	2		
Prepare Addendums		2		
Attend Bid Opening		4		
Evaluate Bid Results and Recommendation of Award		1	2	
Grant Application and Sponsor Certifications	2	4		
Prepare Issued for Construction Plans and Specifications	2	4		8
Subtotal - Civil Engineering	**7**	**31**	**12**	**12**
3. Electrical Engineering				
Addendums & Inquiries		4		4
Attend Pre-Bid Meeting		2		
Subtotal - Electrical Engineering	**0**	**6**	**0**	**4**
Hours	**7**	**37**	**12**	**16**

SUBTOTAL - SALARIES:	**$15,455.00**
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$395.00
Postage/Freight/Courier	$250.00
Office Supplies/Equipment	$200.00
Travel Costs	$700.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	**$1,545.00**
SUBTOTAL:	**$17,000.00**
SUBCONSULTANTS FEE:	**$0.00**
TOTAL FEE:	**$17,000.00**

Enprotec | Hibbs & Todd

December 5, 2022

Abilene Regional Airport
2933 Airport Boulevard
Abilene, Texas 79602
Attn: Mr. Don Green
Director of Transportation Services

Dear Mr. Green**:**

At your request, Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") is pleased to provide the following proposal for geotechnical engineering and surveying services.

Project Name: Forest Service Ramp

Project Location: Abilene Regional Airport

Type of Services to be Performed: Surveying & Subsurface Exploration

The scope of services is more fully detailed on the attached Exhibit "A".

eHT shall be compensated for its services as follows:

( ) A lump sum amount of $_____.
( ) At eHT's standard billing rates not to exceed a maximum of $_____.
(X) At eHT's standard billing rates.

A copy of eHT's standard billing rates is attached hereto as Exhibit "B". Payment terms shall be as set forth in the General Conditions (Exhibit "C") to this proposal. Any and all exhibits attached hereto are incorporated herein as if fully set forth herein as a part of this Proposal of Services.

eHT's primary contact on this proposal will be: Scott Yungblut, P.E.
Telephone number: 325-698-5563
Facsimile number: 325-690-3240
Email address: scott.yungblut@e-ht.com

"THE CONTRACT DOCUMENTS INCLUDE THIS PROPOSAL, EXHIBIT "A", "B" AND "C" AND ANY SUBSEQUENT AMENDMENTS IN WRITING EXECUTED BY THE PARTIES."

If this proposal and the contract documents meet with your approval, please sign below on the space provided and sign and date Exhibit C, insert your primary contact information, and retain one duplicate for your records. Please return original to me.

We appreciate the opportunity to serve your engineering needs. Please contact us if you have any questions.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Scott Yungblut, PE
Vice President

Acknowledgement / Acceptance / Authorization to Proceed

I acknowledge receipt of the above referenced Proposal for Services, including all referenced exhibits, attachments, and documents. I accept the terms and conditions of this proposal and hereby authorize eHT to proceed with the referenced scope of work.

Agreed and accepted on _____.

Signature: _____
Printed Name: _____
Title: _____

Our primary contact for this proposal / project will be:

Primary Contact Name: _____
Telephone Number: _____
Mobile Number: _____
Facsimile Number: _____
Email address: _____
Billing Contact Name: _____
Billing Address: _____
Billing Telephone No: _____

Exhibit "A"
Scope of Services
Attached to and Incorporated into by Reference the Proposal for Services

Dated: November 15, 2022

Professional Services Estimate for:

Geotechnical Investigation
The geotechnical portion of the project will include drilling and sampling 8 test borings to a depth of 10 feet, digging 2 test pits to a depth of 4 to 5 feet, laboratory testing, and an engineering analysis and evaluation to provide design information for the new ramp south of Taxiway M for the Texas A&M Forest Service Airtanker Base. These services are estimated to cost **$16,500.00**. This cost includes our regular fees for the basic services listed below. Variations from the outlined program, including additions or deletions, will be adjusted at our regular fees. We estimate that the report will be delivered in about 8 weeks from the date of written authorization, weather permitting. This estimate assumes that the area is accessible with a truck-mounted drilling rig.

SERVICE	UNIT PRICE
Mobilization of Rig and Crew	$300.00/trip
Drill and Sample Soils	$19.50/ft.
Split Spoon Sampling	$25.00/ea.
Mini Excavator	$400.00/day
Atterberg Limits Tests	$60.00/ea.
Minus #200 Mesh Sieve Tests	$40.00/ea.
Unconfined Compression Test	$60.00/ea.
Soluble Sulfates	$60.00/ea.
Standard Proctor	$40.00/ea.
pH Lime Series	$215.00/ea.
Bearing Ratio Test (3 points)	$690.00/ea.
Sample Prep	$65.00/hr.
Sample Delivery	$670.00/trip
Geotechnical Engineer (P.E.)	$200.00/hr.
Report Preparation	$500.00

Surveying Services

1. **Mobilization 1 – Topographic Survey and Subsurface Utility Engineering Survey (Quality Level B):** For a fee of $35,700 eHT will perform a subsurface utility engineering (SUE) survey to Level B and perform a topographic survey of the area indicated on the client provided "Request for Services", and provide the client with a CAD file and a CSV file of the points. The drawing will be a Civil 3D drawing with a surface developed showing 1' contour intervals. The scale will be at 1"=20'.
2. **Mobilization 2 - Subsurface Utility Engineering Survey (Quality Level A) and Topographic Survey:** For a fee of $41,950 eHT will perform a subsurface utility engineering (SUE) survey to Level A and perform a topographic survey of a maximum of ten (10) locations provided by the client, and provide the client with a revised CAD file and a CSV file of the points. The drawing will contain the survey data scale will be at 1"=20'.

Exhibit "B"

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist	150.00 per hour
Project Engineer / Geologist	135.00 per hour
Staff Engineer I / Geologist I	120.00 per hour
Staff Engineer II / Geologist II	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III	85.00 per hour
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I	130.00 per hour
CAD II	100.00 per hour
CAD III	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
	200.00 per hour - 2 man
	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

402 CEDAR ABILENE, TX 79601

P O BOX 3097
ABILENE, TX 79604-3097

TEL 325 698 5563
FAX 325 690 3241 www.e-ht.com

Schedule of Charges for Construction Materials Testing

GENERAL	Technician Service Time (per hour) 8:00 am - 5:00 pm M-F	
	General, Cylinder, Density	68.00
	Pier, HMA,	75.00
	Overtime (per hour) before 8 am, after 5 pm M-F & weekends	
	General, Cylinder, Density	85.00
	Pier,HMA,	90.00
	Senior Engineer, (per hour)	180.00
	Asphalt Plant (per hour)	75.00
	Mileage Charge - per trip (current IRS mileage rate)	15.00 min
SOILS	Atterberg Limits (P.I.)	57.00 ea.
	Washed Gradations	37.00 ea.
	Field Compaction Tests (Nuclear or Sand Cone)	15.00 ea.
	Depth of Material Check	10.00 ea.
	Moisture/Density Curve (Proctor)	210.00 ea.
	Laboratory Permeability Test	350.00 ea.
	Falling Head Permeability	220.00 ea.
CONCRETE	Concrete Cylinder Tests 4x8	15.00 ea.
	Concrete Cylinder Tests 4x8 (if supplying your own cylinders)	13.00 ea.
	Concrete Cylinder Tests 6x12	25.00 ea.
	Mortar & Grout Cubes or Cylinders	15.00 ea.
	Beam Tests	30.00 ea.
	Unit Weight	20.00 ea.
	Air Content	20.00 ea.
	Slump Test, Additional	10.00 ea.
	Concrete Coring, per core	call for quote
	Concrete Mix Design	200.00 ea.
	Design Confirmation Cylinders	15.00 ea.
	Design Confirmation Beams	30.00 ea.
AGGREGATES	Soft Particles	30.00 ea.
	Washed Gradation	37.00 ea.
	Dry Gradation	37.00 ea.
	Base Gradation	55.00 ea.
	Specific Gravity	30.00 ea.
	Unit Weight	20.00 ea.
	Absorption	20.00 ea.
	Decantation	25.00 ea.
	L. A. Abrasion	160.00 ea.
	Soundness (5 cycles)	275.00 ea.
	Moisture Content	15.00 ea.

* Minimum 4 hour overtime charge on weekends and holidays.
(As of 01-01-22)

EXHIBIT "C"

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK**: Enprotec / Hibbs & Todd, Inc. (hereinafter referred to as "eHT") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific assessment, survey, geotechnical, analytical, testing, or other service to be performed by eHT as set forth in eHT's Proposal for Services (hereinafter referred to as proposal), Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by eHT. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of eHT's work. eHT shall have no duty or obligation to any third party greater than that set forth in eHT's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from eHT, and/or the reliance on any of eHT's work, shall constitute acceptance of the terms of eHT's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. **ASSESSMENT, IDENTIFICATION, OR TESTING SERVICES:** If eHT's services include assessment, identification, or testing services the number of investigations eHT makes, the number of samples eHT collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the immediate vicinity. Client agrees to the amount or level of testing performed and the associated risk. **eHT does not guarantee that all violations, problems, or sources of possible environmental condition will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time.** Any report issued by eHT will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, eHT may review and interpret information provided by the Client, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. eHT may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Client's use only and will not be relied on by any third party, except as expressly agreed in writing by eHT, and then only at such third party's own risk.

   eHT will take reasonable precautions to reduce damage to the site when performing Work; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Work.

3. **TESTS AND INSPECTIONS**: Client shall cause all tests and inspections of the site, materials and work performed by eHT or others to be timely and properly performed in accordance with the plans, specifications and contract documents and eHT's recommendations. No claims for loss, damage or injury shall be brought against eHT by Client or any third party unless all tests and inspections have been so performed and unless eHT's recommendations have been followed. Client agrees to indemnify, defend and hold eHT, it's officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or eHT's recommendations are not so followed except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of eHT, it's officers, agents, or employees, subject to the limitation contained in paragraph 9.

4. **SCHEDULING OF WORK**: The services set forth in eHT's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by eHT personnel at the prices quoted. If eHT is required to delay commencement of the work or if, upon embarking upon its work, eHT is required to stop or interrupt the progress of its work as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of eHT, additional charges will be determined solely by eHT and will be applicable and payable by Client.

5. **ACCESS TO SITE**: Client will arrange and provide such access to the site as is necessary for eHT to perform the work. eHT shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, eHT has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires eHT to restore the site to its former condition,

upon written request, eHT will perform such additional work as is necessary to do so and Client agrees to pay eHT for the cost, such costs to be solely determined by eHT.

6. **CLIENT'S DUTY TO NOTIFY eHT**: Client represents and warrants that it has advised eHT of any known or suspected hazardous materials, utility lines and pollutants at any site at which eHT is to do work hereunder, and unless eHT has assumed in writing the responsibility of locating subsurface objects, structures, lines, or conduits, Client agrees to defend, indemnify and save eHT harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to eHT's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines, or conduits where the actual or potential presence and location thereof were not revealed to eHT by Client.

7. **RESPONSIBILITY**: eHT's work shall not include determining, supervising or implementing the means, methods, techniques, sequences, or procedures of construction. eHT shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety, or welfare unless the scope of work shown on Exhibit "A" includes construction site inspection services. eHT's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the contract documents. eHT has no right or duty to stop or control in any respect the contractor's work.

8. **SAMPLE DISPOSAL**: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of on or before sixty (60) days after submission of eHT's report.

9. **PAYMENT**: Client shall be invoiced once a month for work performed during the preceding period. Client agrees to pay each invoice within fifteen (15) days of mailing said invoice. Client further agrees to pay twelve percent (12%) interest on all amounts invoiced and not paid or objected to for valid cause in writing within said fifteen (15) day period, until paid. Client agrees to pay eHT's cost of collection of all amounts due and unpaid after sixty (60) days, including, but not limited to court costs and reasonable attorney's fees. eHT shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein eHT waives any rights to a mechanics' lien, or any provision conditioning eHT's right to receive payment for its work upon payment to Client by any third party. **These General Conditions are notice, where required, that eHT shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 15 days of invoices shall constitute a release of eHT from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.**

10. **WARRANTY: eHT'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, eHT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER THE SAME OR SIMILAR CIRCUMSTANCES BY MEMBERS OF THE PROFESSION.**

    CLIENT RECOGNIZES THAT CONDITIONS MAY VARY FROM THOSE OBSERVED AT SPECIFIC LOCATIONS WHERE BORINGS, SURVEYS, OR OTHER SITE EXPLORATIONS ARE MADE, AND THAT SITE CONDITIONS MAY CHANGE OVER TIME.

    THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED.

    SHOULD eHT OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON eHT'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF eHT, IT'S OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO eHT FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

    IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT eHT'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF eHT'S LIABILITY TO $250,000.00 OR THE AMOUNT OF eHT'S FEE, WHICHEVER IS THE GREATER BY AGREEING TO

PAY eHT A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 10% OF THE TOTAL FEE TO BE CHARGED FOR eHT'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY eHT IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NOTWITHSTANDING THE FOREGOING eHT SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST eHT, ARISING FROM OR RELATED TO eHT'S WORK MORE THAN TWO YEARS AFTER THE COMPLETION OR CESSATION OF eHT'S WORK HEREUNDER.

11. **INDEMNITY**: Subject to the foregoing limitations, eHT agrees to indemnity and hold Client harmless from and against any and all claims, suits, costs and expenses, including reasonable attorney's fees and court costs arising out of eHT's negligence to the extent of eHT's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim, or counterclaim against eHT, the party initiating such action shall reimburse to eHT all costs and expenses incurred by eHT to investigate, answer and defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, witness fees, expenses and costs of court to the extent that eHT shall prevail in such suit, cause of action, claim, or counterclaim.

12. **HAZARDOUS MATERIALS**: Nothing contained within these General Conditions shall be construed or interpreted as requiring eHT to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **PROVISIONS SEVERABLE**: The parties understand and agree that these General Conditions shall be enforced as written. In the event any provision of these General Conditions should be found to be unenforceable, such provision shall be stricken and the remaining provisions shall be enforceable, to the extent possible.

14. **DISPUTE RESOLUTION:** Client shall not be entitled to assert a claim against eHT based on any theory of professional negligence unless and until Client has obtained a written opinion from a registered, independent and reputable engineer that eHT has violated the standard of care applicable to the performance of the Work. Client shall provide the opinion to eHT and the parties shall endeavor to resolve the dispute within thirty (30) days next following the notice from the Client. After such thirty (30) day period, Client may pursue his remedies at law or in equity. This agreement shall be governed and construed pursuant to the laws of the State of Texas, any litigation thereon shall be brought in the Courts of the State of Texas, sitting in Taylor County, Texas.

15. **TERMINATION ON NOTICE:** This agreement may be terminated by either party by the giving of ten (10) days' written notice of termination by regular mail, facsimile, or email to the addresses set forth above for eHT and Client. Should the agreement be terminated by client, eHT is to be paid for services performed up until the date of work stoppage due to the notice and twenty percent (20%) of the total contract fee (or estimated contract fee if an hourly or an hourly not to exceed contract) for non-billable time spent initiating and developing the project.

September 13, 2023

Mitchell McAnally, PE, PMP
Garver
3000 Internet Blvd, Ste. 400
Frisco, TX 75034

RE: Subsurface Utility Engineering
Abilene Regional Airport - SUE Services UTL23-618
Abilene, Taylor County , TX

Dear Mr. McAnally:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on September 8, 2023.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Garver (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLA SUE services.

To Include:

This proposal includes up to 5 Days of QLA SUE test hole excavation within the limits of the Abilene Regional Airport - SUE Services project in Abilene, TX. The locations of the test holes are tio be within the area shown on (Forest Service Ramp – Option 1) attached to this proposal, Exact locations of test holes to be assigned by the Client at a later date. To lay out the test holes, TRG will attempt to designate the target utility 10-feet on either side of the proposed test holes. No other utility investigation or designation work is included in this scope of work. TRG has made the following assumptions related to test hole excavations on this project:

- Any necessary Right-Of-Entry (ROE) permits, including railroad ROE, and access to the site will be provided by the Client prior to the start of field work.
- Test holes will be excavated using vacuum excavation equipment.

- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG.
- Right-Of-Way (ROW) permits from the City of Abilene (City) will not be required.
- Designed traffic control plans will not be required.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QLA SUE work can be completed in Twenty (20) working days [Four (4) calendar weeks], broken down as follows:

- Layout test holes – 5 days
- QLA field work – 5 days
- QLA survey and preparation of data – 5 days
- QLA deliverable preparation – 5 days

Estimated Fee

The total estimated cost to complete the work described herein is **Twenty-Eight Thousand and One-Hundred and Sixty Five Dollars and NO/100 ($28,165.00)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 214.333.0922.

Respectfully,

The Rios Group, Inc.

Eric Webb, P.E
Dallas Branch Manager

THE RIOS GROUP

Estimate for Subsurface Utility Engineering

Abilene Regional Airport - SUE Services

EXHIBIT A

Direct Expenses	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*	Notes
Deliverable Preparation (QL "A")	$ 1,500.00	1	LS	$ 1,500.00	
Mobilization/Demobilization	$ 1,000.00	1	LS	$ 1,000.00	
Lodging	$ 200.00	17	DAY	$ 3,400.00	Bill actual cost.
Per Diem	$ 45.00	17	DAY	$ 765.00	
Survey (RPLS) QL "B"	$ 2,500.00	2	DAY	$ 5,000.00	
Sub-Total					**$ 11,665.00**
Daily Rate	*Rate*	*Assumed Quantity*	*Unit Of Measure*	*Sub-Total*	
QL"A" Daily	$ 3,300.00	5	DAY	$ 16,500.00	
Sub-Total					**$ 16,500.00**
Total Estimated Cost					**$ 28,165.00**

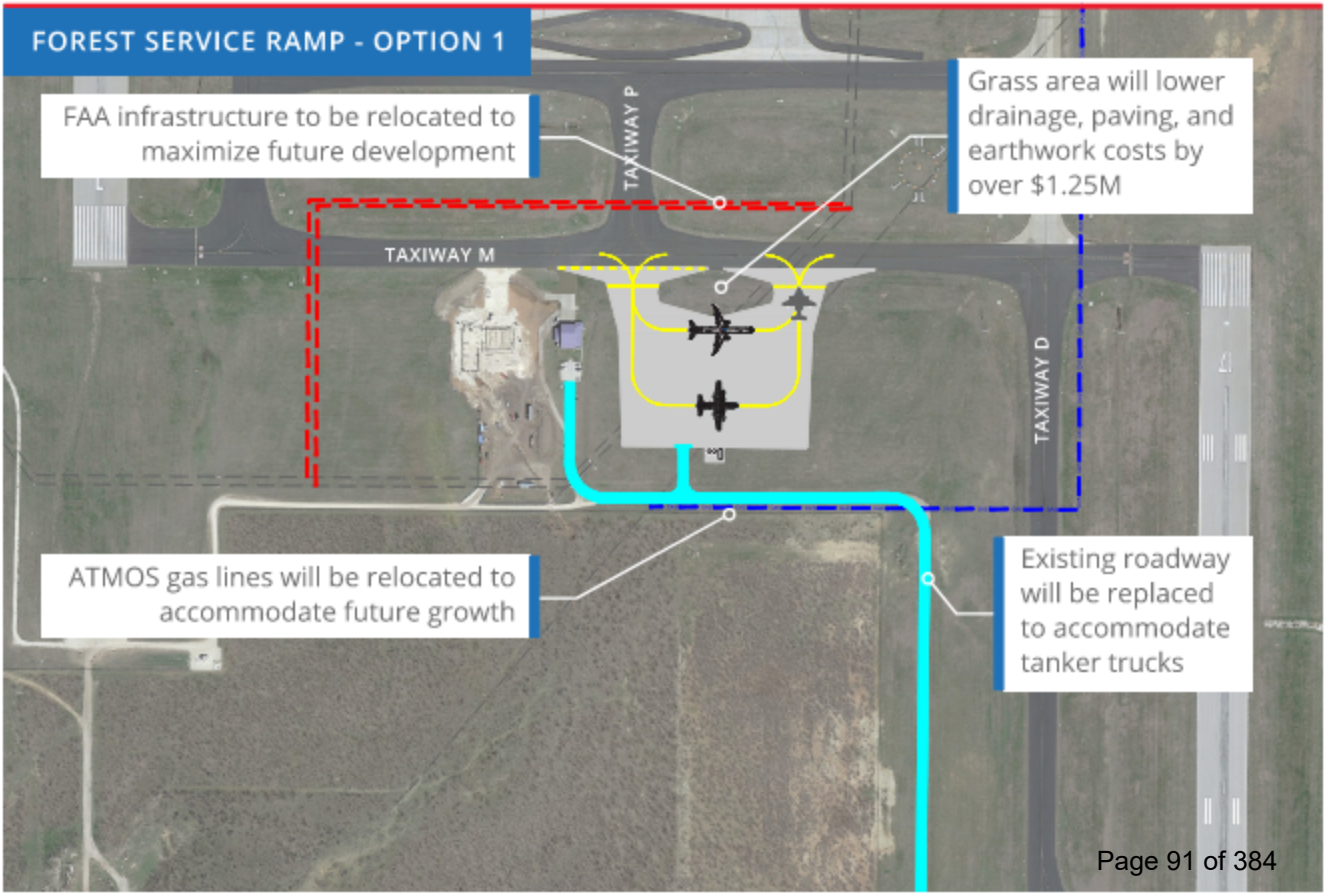

FOREST SERVICE RAMP - OPTION 1
FAA infrastructure to be relocated to maximize future development
Grass area will lower drainage, paving, and earthwork costs by over $1.25M
TAXIWAY P
TAXIWAY M
TAXIWAY D
ATMOS gas lines will be relocated to accommodate future growth
Existing roadway will be replaced to accommodate tanker trucks

EXHIBIT C
DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

  A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or "private-locate" markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional's statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

  A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

  Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D three-dimensional
CAD Computer-Aided Design
EOI End of Information
GIS geographic information system
GPR ground penetrating radar
ROE Right of Entry
ROW Right of Way
SAF Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

City Council Meeting

10/12/2023

CITY OF
ABILENE
TEXAS

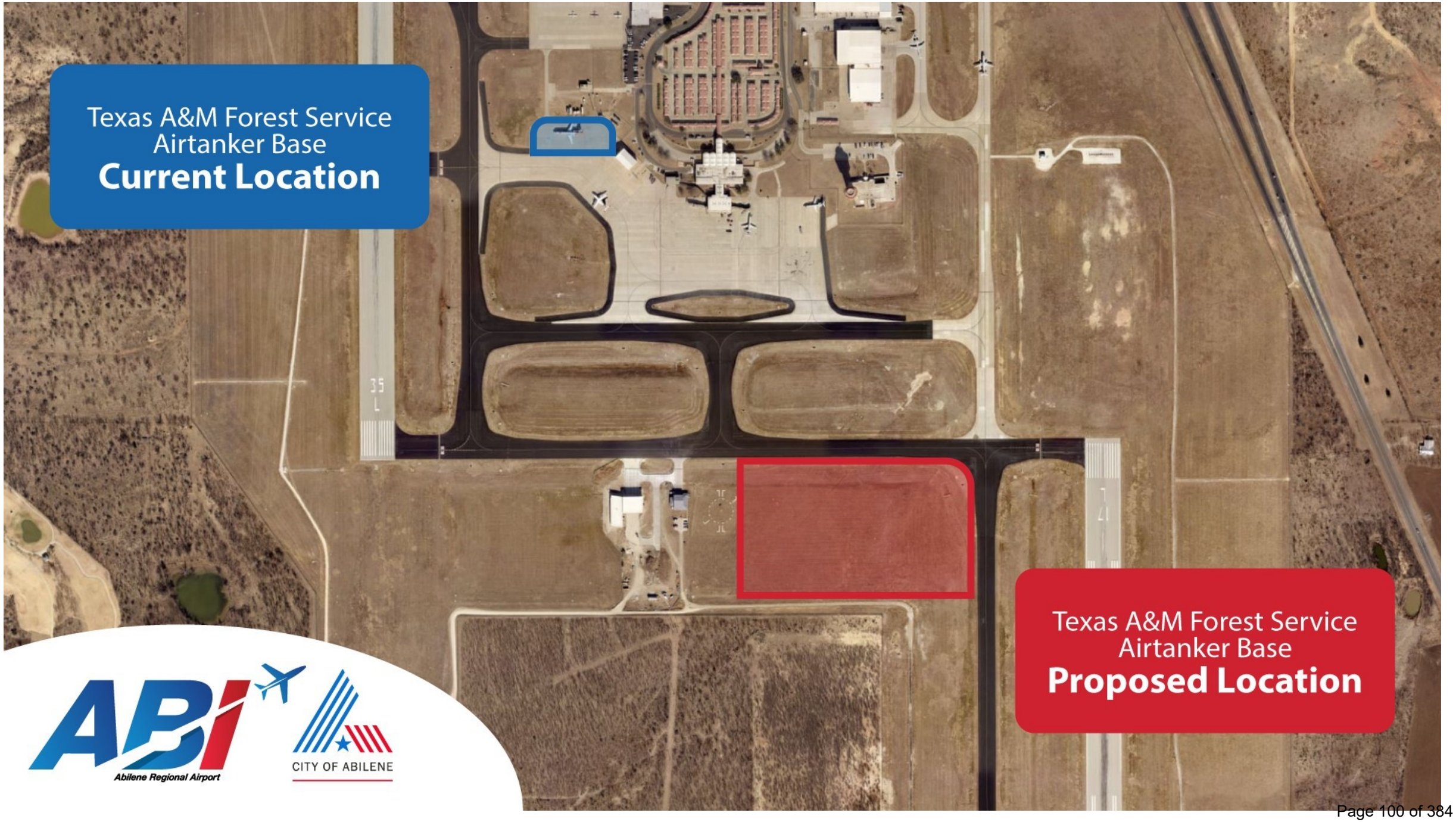
Garver Aircraft Ramp Design and Bidding Services Task Order Award

- Council approved a contract with Garver for Airside Engineering Services at the airport at its September 28, 2023 meeting. Task Order 1 under this contract covers design and bidding services for the aircraft ramp funded by the FY24 TXDOT Grant.
- The task order includes all engineering design, testing, bidding services, and coordination with other agencies and utilities to successfully design and bid this project.

CITY OF ABILENE TEXAS

- Garver's task order will be at a cost not to exceed $617,900.00.
- $556,110.00 (90%) of this task order cost is funded by the TXDOT Grant for this aircraft ramp project, and $61,790.00 (10%) is funded by the City's grant match amount.

CITY OF ABILENE TEXAS


Texas A&M Forest Service
Airtanker Base
Current Location
Texas A&M Forest Service
Airtanker Base
Proposed Location
35
L
17
ABI
Abilene Regional Airport
CITY OF ABILENE

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Award a Contract Extension with Remix for Route Planning Software for CityLink. (Don Green)**

GENERAL INFORMATION

CityLink has used Remix for its bus route planning software since 2017. The software combines GIS mapping and U.S. Census data to guide CityLink in planning the most efficient bus routes, and that serve areas of the city that have the least average income and ensures CityLink is serving the widest reach of populations with the greatest need possible to be in compliance with the Federal Transit Agency.

The contract extension is a total of $38,200.00 over three years.

SPECIAL CONSIDERATIONS

Although the extension price is less than $50,000, the total price of the agreement will be more than $50,000 requiring Council approval.

FUNDING/FISCAL IMPACT

This contract is funded in CityLink's FY24 budget.

STAFF RECOMMENDATION

Staff recommends approval of the contract extension with Remix.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Remix Contract Resolution 10-12-23
2. Remix Extention Contract
3. Remix Services Agreement 2020
4. Remix Contract Award Presentation (10-12-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING A CONTRACT TO REMIX FOR BUS ROUTE PLANNING SOFTWARE FOR CITYLINK.

WHEREAS, CityLink has a need for software to help plan and dispatch its Fixed Route buses to ensure as efficient and equitable Fixed Route system as possible; and

WHEREAS, CityLink selected Remix for such software in 2017 and has been pleased with the performance Remix's products; and

WHEREAS, Remix is offering a three-year contract with pricing totaling $38,200.00 over the three-year period; and

WHEREAS, this contract would be backdated to October 1, 2023; and

WHEREAS, Remix is the sole source provider for the range of software CityLink expects to have.

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

1. That the City Manager is authorized to approve this contract with Remix.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

DocuSign Envelope ID: EF4A1540-507F-4F87-A6BA-722762733D60

Assignment & Renewal
of the
Remix Services Agreement

WHEREAS, Remix Software, Inc. and City of Abilene ("**Customer**") have entered into an agreement titled Remix Services Agreement (the "***Agreement***") dated as of June 1, 2020;

WHEREAS the parties wish to extend the Agreement; and

WHEREAS, Remix Software, Inc. was acquired by Via Transportation Inc., through a two-step merger process, with the surviving entity being Remix Technologies LLC ("**Remix**"), and the Parties desire to assign the contractual relationship previously held with Remix Software, Inc. to Remix Technologies LLC.

NOW, THEREFORE, upon execution of this Assignment and Renewal ("***Assignment and Renewal***"), the Parties agree to the following:

1. **Consent to Assignment**. Customer hereby consents to the assignment of the Agreements to Remix. Remix hereby accepts assignment and assumes responsibility for performance of all the terms and conditions of the Agreement and shall be obligated under all terms and conditions of the Agreement as if it was an original signatory thereto.

2. **Renewal.** With effect from June 1, 2023 (the "***Effective Date***") the Parties hereby agree to extend the duration of the Agreement beyond its original duration from the Effective date for a period of 3 years until May 31, 2026.

3. **Price.** The Parties hereby agree to the following price structure:

Remix Planning Platform License	Total Contract Value: $38,200 USD / 3 years based on a fixed route fleet of 13 (VAMS). • 2023: $11,500 USD • 2024 :-$12,700 USD • 2025: $14,000 USD Pricing valid if signed by June 30, 2023. Includes: • Remix licenses for an unlimited number of users within organization. • Software as a Service (SaaS): fully hosted, cloud-based web platform. • Platform functionality as described in the Agreement with continuous improvements released throughout the course of the contract • Dedicated Customer Success staff • Premium Enterprise Support: response to requests in 1 business day

Signatures on following page.

Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Additional Services	Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.
Payment Terms	Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.
Year-to-Year Pricing	$14,000USDannuallyifone-yearcontract(Year 3 Price)

4. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Extension #1 will be governed by the same law as the Agreement.

This Assignment & Renewal is effective as of June 1, 2023.

DocuSign Envelope ID: EF4A1540-507F-4F87-A6BA-722762733D60

REMIX TECHNOLOGIES LLC

By: DocuSigned by: Dillon Twombly 3D9717A739E245B...

Name: Dillon Twombly

Title: Vice President

Date: 6/29/2023

CITY OF ABILENE

By:

Name: Don Green

Title: Director of Transportation Services

Date:

Remix Billing Information

Attn
Accounts Receivable

Address
Crosby St, Floor 2
New York, NY 10013

Email
AR@ridewithvia.com

CITY OF ABILENE

By:

Name:

Title:

Date:

Customer Billing Information

Attn: Michelle Hurick
Address: CityLink
1189 S 2nd St.
Abilene, Texas 79602
325-676-6399
Email: Michelle.Hurick@abilenetx.gov

remix

Remix Services Agreement

This Services Agreement ("Agreement") is entered into between Remix, Inc., a Delaware corporation ("Company"), and CityLink (Abilene, TX)("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

Scope of Services & Terms

Effective Date	**June 30, 2020**
Commitment Term	**3 years** ➢ 6/1/20 to 5/31/23
Remix Transit Planning Platform License	**Total Contract Value: $31,500 USD / 3 years** ➢ $10,500 USD / year based on a total fixed route fleet of 18. **Includes:** • Remix licenses for an unlimited number of users within organization. • Software as a Service (SaaS): fully hosted, cloud-based web platform. • Platform functionality as described on page 1 with continuous improvements released throughout the course of the contract • Dedicated Customer Success staff • Premium Enterprise Support: response to requests in 1 business day
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.
Year-to-Year Pricing	*US $11,000 annually if one-year contract*
2022 Estimated Pricing	*US $10,500 to $12,000 annually*

This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

CityLink (Abilene, TX)	Remix Software, Inc.
Signature:	Signature:
Name: Bobby Sharpe	Name: Tiffany Chu
Title: General Manager	Title: Co-Founder & CEO
Date: 5/21/20	Date: 5/22/20

Billing Contact Name: Michelle Hurick Email: michelle.hurick@abilenetx.gov Phone: 325-676-6399

City Council Meeting

10/12/2023

CITY OF
ABILENE
TEXAS

Remix Contract Award

- CityLink has used Remix for its bus route planning software since 2017. The software combines GIS mapping and U.S. Census data to guide CityLink in planning the most efficient bus routes, and that serve areas of the city that have the least average income and ensures CityLink is serving the widest reach of populations with the greatest need possible to be in compliance with the Federal Transit Agency.

CITY OF ABILENE TEXAS

- The contract is a total of $38,200.00 over three years.
- While this falls below the $50,000.00 maximum that can be approved without Council action, Legal directed this to Council action due to the cumulative with the previous Remix contract.

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion, and Take Action Approving a Professional Services Contract with Kimley Horn and Associates for Engineering Services for Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination *(Max Johnson)***

GENERAL INFORMATION

This engineering contract will be for the design of a new traffic signal located at Memorial Dr. and Antilley Rd. Also included in this contract is the signal coordination at five different intersections from Fairway Oaks Blvd. & Antilley Rd. to the North Bound Frontage Road at US 83 & Antilley Rd.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This project will be funded through Streets Maintenance Fee funds.

STAFF RECOMMENDATION

Staff recommends awarding of the contract with Kimley Horn and Associates for the fixed fee amount of $65,700.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Memorial Dr. and Antilley Rd. Design resolution
2. City of Abilene - Memorial Dr. at Antilley Rd. Full Signal Design_signed (3)
3. PROJECT LOCATION MAP
4. Memorial Dr. and Antilley Rd. Design Contract -- 10-4-2023

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY HORN AND ASSOCIATES.

WHEREAS, The City of Abilene desires to install a new traffic signal at Memorial Dr. and Antilley Rd. and traffic signal coordination along various intersections along Antilley Rd. from Fairway Oaks Blvd. to the North Bound Frontage Road at US 83.; and

WHEREAS, The City of Abilene has selected Kimley Horn and Associates for the schematic design, technical specifications and coordination with the City for said project; and**,**

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Kimley Horn and Associates in the amount of $65,700.00 for engineering services associated with the design of the new signal at Memorial Dr. and Antilley Rd. and traffic signal coordination along various intersections along Antilley Rd. from Fairway Oaks Blvd. to the North Bound Frontage Road at US 83.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: The City Council authorizes the City Manager to execute an agreement with Kimley Horn and Associates.

PART 2: That the agreement is in the amount of $65,700.00 for the design of the public improvements.

PART 3: That this resolution will take effect immediately from and after passage.

ADOPTED this 12th day of Octover, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CITY OF ABILENE

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This contract, dated the 12th day of October, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Kimley Horn and Associates, a corporation organized under the laws of the State of North Carolina ("Consultant").

The City is engaged in the Development of a Traffic Signal Design for intersection at Memorial Dr. and Antilley Rd. and Traffic Signal Coordination from Fairway Oaks Blvd. to the North Bound Frontage Road at US 83 and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified engineer properly licensed to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. FACILITIES

The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation, provided the City has substantially performed its obligations, including prompt payment of all sums when due Consultant, under this Contract. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested.* City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use. However, modifications or use for other than the purposes intended under this Contract without the written verification or adaption by Consultant for the specific intended purpose shall be without liability or legal exposure to Consultant.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in

performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities, unless disclosure is required by legal compulsory process. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Consultant" includes the person, corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, or another entity over which the Consultant exercises control, subject to the limitations in Texas Local Government Code Section 271.904.

The Consultant is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Consultant.

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant or City. The City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Consultant must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Consultant must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

	Type	Amount
__X_1.	Workers' Compensation	Statutory
	Employer's Liability	$100,000 per occurrence
__X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
__X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)

__X_4.Professional Liability $500,000 combined single limit (per occurrence)

___5. See Addendum for Special Coverages and/or revisions

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XII. TERMINATION

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XIV. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City – ATTN:
Max Johnson
Public Works Director
City of Abilene
555 Walnut St.
Abilene, TX 79601

Consultant – ATTN:
Hiron Fernando
Project Manager
Kimley-Horn
13455 Noel Rd., Two Galleria
Office Tower STE 700
Dallas, TX 75450

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

Consultant agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not City -- must verify eligibility for employment as required by IRCA.

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of $100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By: [signature]

Name: DOUGLAS ARNOLD

Title: CONTRACT SPECIALIST

Address: 801 CHERRY ST, UNIT 11, SUITE 1300
FORT WORTH, TX 76102

Phone Number: 817-335-6511

Federal Tax ID#:

ATTEST: (if corporation)

[signature]

Corporation's Secretary

Corporate Seal (if available)

Kimley»Horn

August 22nd, 2023

Scott Chandler, P.E.
City Engineer
City of Abilene
555 Walnut Street
Abilene, TX 79601
Office 325-676-6282

RE: ***Scope of Services to Develop Traffic Signal Design Plans at the Intersection of Memorial Dr. at Antilley Rd. and Signal Coordination along Five Subject Intersections in Abilene, TX***

Dear Mr. Chandler,

Kimley-Horn and Associates, Inc. ("KH") is pleased to submit this letter agreement (the "Agreement") to the City of Abilene ("the Client") for services related to the preparation of traffic signal design at the intersection of Memorial Dr. at Antilley Rd. in Abilene, TX. Our scope of services, schedule, and fee are presented below.

Scope of Services

The scope of services will include the development of traffic signal design plans for the intersection of Memorial Dr. at Antilley Rd. and signal coordination along five subject intersections in the City of Abilene, Texas:

The tasks include preparation of permanent signal design sheets, general notes, quantities, probable construction cost estimates, technical specifications, and coordination with the city. The traffic signal design plans will be prepared using City of Abilene Standards where applicable.

This section describes the professional services to be provided by KH.

Task 1 Traffic Signal Design

1.1 Project Meetings and Field Evaluation

KH will organize, prepare for, and facilitate one Kick-Off meeting, with the following objectives in mind:

- Discuss the scope and roles of KH,
- Discuss specific project requirements and any special design or coordination needs,
- Discuss deliverables,
- Discuss project schedule,
- Identify the protocol for project communications,
- Plan for specific documents that will require City of Abilene review and comment, and

- Identify the need for, and the provision of, existing conditions data.

In the general vicinity of the project intersection, KH will perform one in-field review and verify existing signage, existing signal infrastructure, existing pedestrian elements, and other existing elements.

This existing site condition evaluation along with the provided topographic survey (to be provided by the City of Abilene) will form the basis of the design. After the 100% Draft submittal, KH will prepare for and schedule one conference call with City of Abilene staff to receive/communicate about comments, if needed.

1.2 Design Phase

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation SS10. The design will be based on and include information gathered during the site visit. The traffic design package will include the following plan sheets.

- **Traffic Signal Layout Sheet**: proposed signal layout plan, ADA ramp design, overhead signs, ADA push button design, and signal phasing diagram.
- **Signs and Markings Detail Sheet**: with proposed signs, proposed pavement markings, and summary charts.
- **Traffic Signalization Detail Sheet**: with tabulation of quantities, APS chart, conductor routing chart, electrical chart, detection details, and general notes.

This proposal does not include design of improvements that increase capacity such as left turn or right turn lane roadway design, median pull backs, or coordination with outside agencies.

1.3 Deliverables

KH will provide design sheets to the Client from the tasks above along with the sheets below:

- General Notes: including standard general notes applicable to City of Abilene
- Summary of Quantities: including the summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items
- Standard Detail Sheets: including all standards from City of Abilene (and TxDOT standards as needed)

KH will develop the following deliverables for this task:

100% (Draft) Submittal: KH will prepare and submit an electronic copy of the construction plans to Client for review. KH will submit plans and in accordance with 100% draft submittal format.

100% (Final) Submittal: KH will address any necessary review comments from Client and provide an electronic copy of the sealed construction plans.

Task 2 Traffic Signal Optimization

2.1 Data Collection

The City of Abilene will provide traffic count information for the intersections listed below:

1. US 83 at NBFR
2. US 83 & SBFR/Clack Street
3. Antilley Road & Directors Pkwy
4. Antilley Road & Memorial Drive
5. Antilley Road & Fairway Oaks Blvd

Below is a summary of the data collection type and durations to be performed at the intersections listed above (5 intersections):

- Turning movement counts (at the locations listed above) will be collected for up to 6 hours on a weekday. The proposed times are as follows:
    - AM Peak Hour: 6:30-8:30am
    - MD Peak hour: 11:30-1:30pm
    - PM Peak Hour: 4:30-6:30pm
- 24-hour tube count along the corridor (to be collected by KH).

KH will obtain crowd-sourced probe-based data through the INRIX Roadway Analytics tool for the study corridor, using TxDOT's agreement with INRIX. This data will replace traditional "before" and "after" travel time runs to quantify the benefits of the signal retiming effort.

The data will be collected two weeks before and two weeks after implementation, excluding major special events, holidays, and changes in school schedule. This data will be gathered within the project limits for the Antilley Road corridor.

The Client will provide existing signal phasing and timing data. KH will use this information developing base models, comparing existing and recommended clearance intervals, and analyzing corridor operations.

2.2 Meetings

KH will prepare for and attend three virtual meetings, listed below. Additional meetings can be attended but will be considered an additional service.

1. Initial kick-off meeting with the client to discuss objectives and requirements of traffic signal optimization
2. On-screen review of proposed timing plans.
3. Meeting to present findings and recommendations of the memo with city stakeholders and get consensus from stakeholders prior to finalizing the memo.

2.3 Assessment of Existing Conditions

Using the existing traffic volume data collected by the City of Abilene, KH will study existing or "before" conditions to evaluate areas for improvement and initial conditions for analysis. Included in this task are field investigation, development of Synchro traffic simulation models, capacity analysis, and operational analysis.

2.4 Development of Short/Long Term Improvements

KH will provide a list of recommended signal phasing and lane assignment updates at the project intersections to the Client for consideration moving forward.

2.5 Development of Optimized Traffic Signal Timing Plans

KH will provide optimized traffic signal timing plans for the following five intersections:

1. US 83 at NBFR
2. US 83 & SBFR/Clack Street
3. Antilley Road & Directors Pkwy
4. Antilley Road & Memorial Drive
5. Antilley Road & Fairway Oaks Blvd

KH will recalculate vehicular and pedestrian clearance intervals; these parameters consist of:

- Minimum green time per phase
- Yellow change interval time
- All-red clearance time
- Pedestrian WALK time
- Pedestrian flashing DON'T WALK time

KH will do an initial fine turning and evaluation of intersections 1-3 shown above. This task will be performed at the outset of the project, to mitigate staff concerns about queueing along these intersections. During this task, KH may develop the signal timing for all five subject intersections (if deemed appropriate at that time). Signal timing implementation of intersections 1-5 will be performed after the intersection discussed in Task 1 is constructed.

KH will work with the Client to establish the guidelines to be used as the basis for establishing these basic controller interval parameters. For the purposes of these calculations, the approach speeds will generally be assumed to be the posted speed limit. KH will measure distances needed to establish basic controller interval parameters from aerial photography.

KH will develop three optimized timing plans (AM, MD, and PM weekday peak) for each signalized intersection in the project area defined above. For each intersection, KH will provide a daily schedule that indicates the time periods during which each plan should be active. This schedule will also indicate when the intersection should be running in FREE operation.

2.6 Implementation and Fine-Tuning of Optimized Traffic Signal Plans

The actual entry of new timing plans into the controller databases will be done by Client staff responsible for operating and maintaining the signals. During this process, KH will provide virtual on-call support to resolve issues that may arise. It is anticipated that this support will not exceed 4 hours.

On mutually agreed-upon days, KH will arrange to be available on the street to observe new timing as it is made operational. KH will then perform in-field fine-tuning to enhance the actual on-street operation of the new timing plans. This fine-tuning will be led by senior engineers with extensive experience in traffic signal operations. It is assumed that Client personnel will be on-hand to download desired timing adjustments into the controller databases. KH will perform the implementation and fine-tuning task during one in-person site visit lasting two days

This phase of the project is anticipated to consist of adjustments to splits, offsets, and basic operational parameters in the controllers. It is anticipated that Client staff will be available to assist with field changes throughout the fine-tuning process.

2.7 Project Documentation

KH will develop a brief project final memorandum to document benefits of the modified signal timing. Such documentation is expected to consist of the following:

- Narrative discussion of the project with supporting figures such as maps of the control groups by time period
- Recommendations for signal phasing and lane assignment updates at the project intersections
- Tabular comparisons of the before and after INRIX data and Synchro analyses
- Calculations of annual benefits of signal timing project, using INRIX data, link volumes, and TxDOT Road User Costs

KH will develop a 1-page summary flyer to communicate project benefits to City management.

2.8 Deliverables

KH's project deliverables will include:

- Existing Synchro Models
- Proposed Synchro Models
- Final Memorandum
- Summary Flyer

Information Provided By Client

KH shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The level of detail and accuracy provided in the Client's data will be reflected in the completeness of the final deliverable. Any changes or additional work resulting from modifications of client-provided information will be considered Additional Services.

Notes & Assumptions

Our scope and fee are based on the following:

1. Fees are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate task.
2. Our services will be performed in general accordance with current published City design standards.
3. Intersection survey (in .dwg format) inclusive of ROW will be provide to KH.
4. Inspections and Certifications during construction, if required, will be performed by others and is beyond the scope of this agreement.
5. Traffic control plans, if required, will be prepared by the Contractor or others and is not part of our scope. If oversight of the contractor's design is needed, it will be provided as part of additional services and will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.
6. Services that are not specified under Scope of Services will be provided as additional services when requested and authorized in writing by the Client. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

Additional Services

Services that are not specified under Scope of Services, will be provided as additional services. These services include, but not limited to any additional meetings requested by the Client, design services, services related to development of the client's project financing and/or budget, or performance of miscellaneous and supplemental services related to the project. Compensation for additional services will be on a time and materials basis in accordance with our Standard Hourly Rate Schedule.

Schedule

KH will work with the Client to develop a mutually acceptable project schedule.

Kimley»Horn

Fee and Billing

KH will perform the services in Task 1.0 and Task 2.0 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task and Fee Summary Table

Task 1.0	Traffic Signal Design	$ 33,800 LS
Task 2.0	Traffic Signal Optimization	$ 31,900 LS
Lump Sum (LS) Total:		**$65,700**

Lump Sum (LS) tasks will be invoiced based on the percent completion of the tasks.

Additional Services will be performed at the Client's direction on an hourly plus expense basis in accordance with our then current rate schedule, which is subject to annual adjustment. Direct reimbursable expenses such as express mail fees and other direct expenses will be billed at cost.

All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

kimley-horn.com | 2600 N. Central Expressway, Suite 400, Richardson, TX 75080 | 214 617 0535

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Professional shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7),with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT D

NOTICE TO PROCEED

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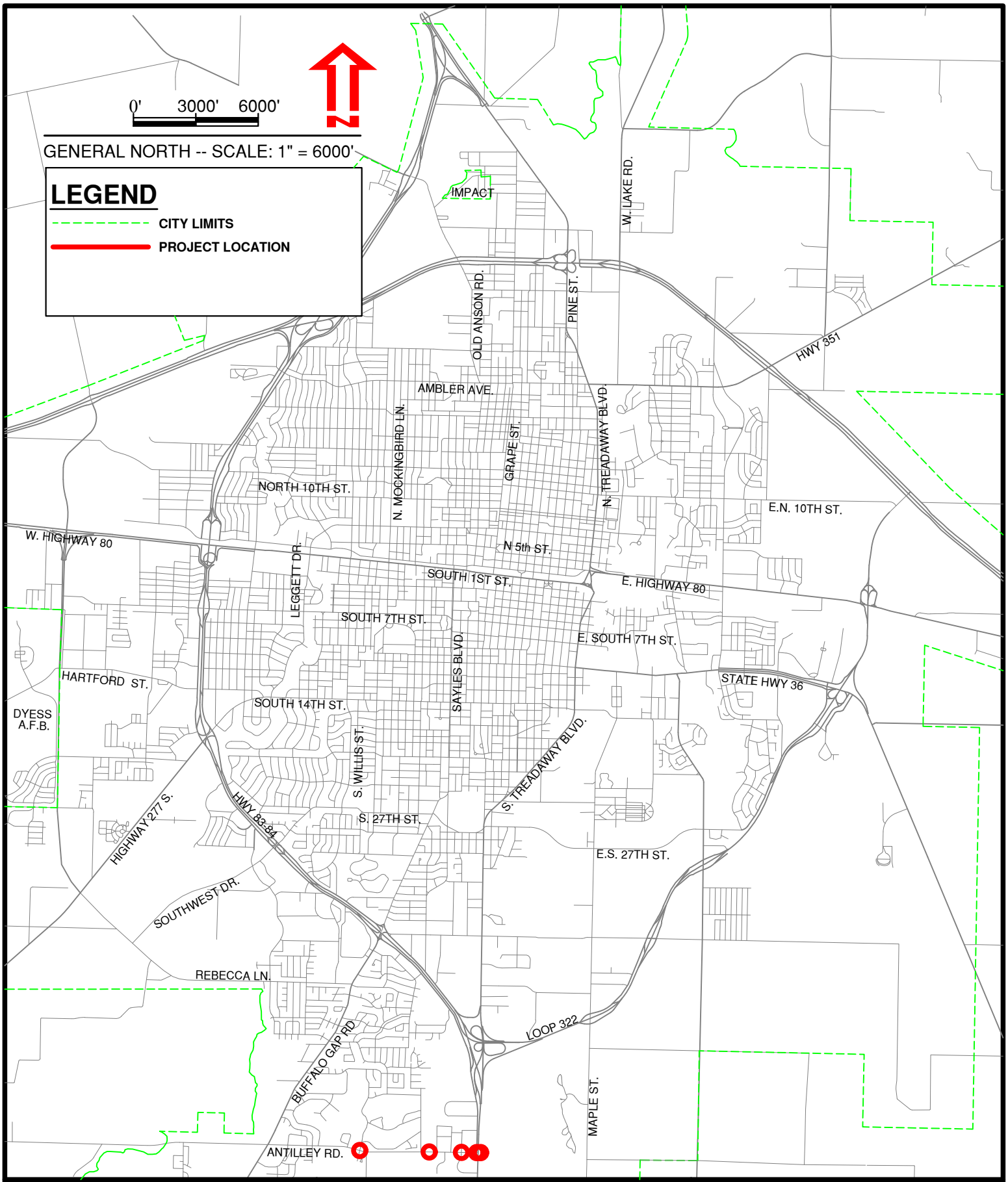
ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	TRAFFIC SIGNAL DESIGN AT MEMORIAL DR. & ANTILLEY RD. AND TRAFFIC SIGNAL COORDINATION FROM FAIRWAY OAKS BLVD. TO NORTH BOUND FRONTAGE ROAD AT US 83	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: SEPT. 2023

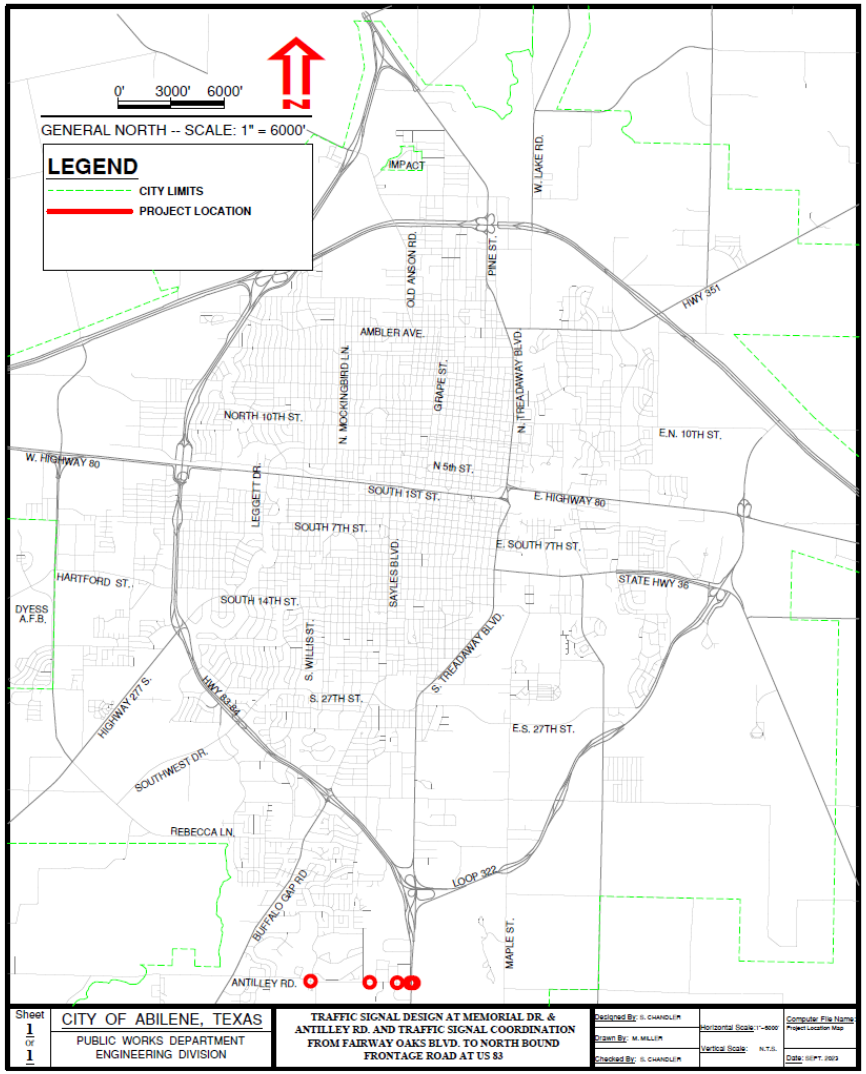
Agenda Item:

Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination from Fairway Oaks Blvd. to North Bound Frontage Road at US 83

(Max Johnson)

CITY OF ABILENE TEXAS

Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination from Fairway Oaks Blvd. to North Bound Frontage Road at US 83



Intersection	New Signal Design	Signal Coordination
Memorial Dr. & Antilley Rd.	Yes	Yes
Fairway Oaks Blvd. & Antilley Rd.	No	Yes
Directors Pkwy & Antilley Rd.	No	Yes
South Bound Frontage Road & Antilley Rd.	No	Yes
North Bound Frontage Road & Antilley Rd.	No	Yes

CITY OF ABILENE TEXAS

Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination from Fairway Oaks Blvd. to North Bound Frontage Road at US 83

- The City of Abilene staff selected Kimley Horn and Associates after reviewing the proposal submitted for the project.
- Project includes a new signal design for the Memorial Dr. and Antilley Rd. intersection and traffic signal coordination of five intersections along Antilley Rd. from Fairway Oaks Blvd. to North Bound Frontage Road at US 83.
- The contract with Kimley Horn and Associates is for the fixed fee amount of $65,700.00.
- Project funded through Street Maintenance Fee

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2362 S. 14th St. Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107 to Bontke Brothers Construction Co., Inc. *(Max Johnson)***

GENERAL INFORMATION

This Contract involves construction of approximately 6,100 linear feet of pedestrian improvements along the North side of South 14th Street between South Pioneer Drive and Barrow Street within the City of Abilene. These pedestrian improvements shall include the installation of 5-foot-wide pedestrian sidewalk, pedestrian curb ramps, commercial and residential concrete apron replacement, concrete roadway apron installation, and the installation of approximately 83 LF of 6-foot-clear width pedestrian bridge crossing Catclaw Creek.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 130 working days. This project is also a part of FHWA's TASA (Transportation Alternatives Set-Aside) program which is partially funded by a Grant.

FUNDING/FISCAL IMPACT

This project is a grant project with an 80/20 match. The City of Abilene portion of funds for the project will come from 2015 CO & 2016 GO funds.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the lowest responsible bidder, Bontke Brothers Construction Co., Inc. with a base bid of $1,369,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. S. 14th Street Pedestrian Improvements resolution
2. Bontke Contract (CSJ# 0908-33-107) S. 14th Pedestrian Improvements
3. CB2362 BID TABSHEET
4. S. 14th Street Pedestrian Improvements Scope of Project
5. PROJECT LOCATION MAP
6. TxDOT Concurrence 0908-33-107 Taylor (1)
7. S. 14th Street Pedestrian Improvements 10-4-2023

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO BONTKE BROTHERS CONSTRUCTION CO., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the S. 14th Street Pedestrian Improvements project. This construction contract involves the construction of 6,100 feet of pedestrian improvements along the North side of S. 14th St. between Pioneer Dr. and Barrow St.; and,

WHEREAS, the project includes federal funding via the Federal Highway Administration (FHWA) which is being directed through Texas Department of Transportation (TxDOT). Therefore, project execution is contingent apon concurrence with TxDOT; and,

WHEREAS, the City of Abilene has utilitized the "Low Bid" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following base bids were received and opened on August 29, 2023

Bontke Brothers Construction Co., Abilene, Texas	$1,369,000.00

WHEREAS, Bontke Brothers Construction Co., Abilene, Texas submitted the low bid amount of $1,369,000.00 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Bontke Brothers Construction Co., Abilene, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: That the City Council approves this bid in the amount of $1,369,000.00.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12 day of October, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Company, Inc. of the City of Abilene, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration**. hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

S. 14TH STREET PEDESTRIAN IMPROVEMENTS

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict. All City of Abilene and TxDOT specifications are included, wherever there is any conflict in specifications TxDOT specifications will always take precedence.

In consideration of this Work, the City will pay the Contractor the sum of $1,369,000.00.

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment**. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens**. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance**. The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges**. The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.

9. **Contract Interpretation**. Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City**. Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution**. The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies**. Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company, inc.

Business Address:

102 college drive

abilene, TX 79601

Signature

Brent Partain

Name - Typed or Printed

325-677-6276

Business Phone No.

Project Manager

Title - Typed or Printed

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

ATTEST:

City Secretary

Seal:

APPROVED:

City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: ENGINEERING
BID NO.: CB-2362
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 29, 2023

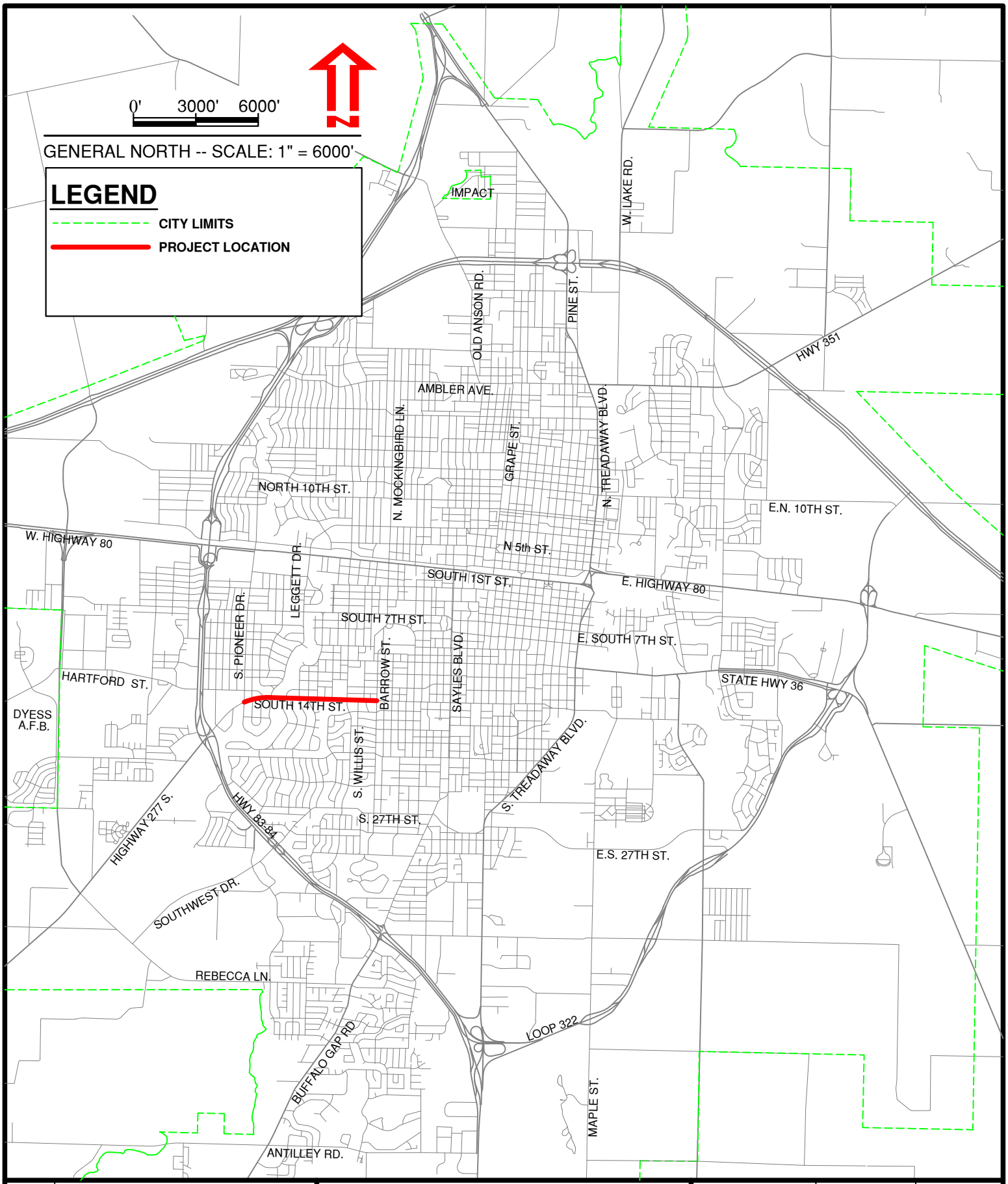
				BONTKE BROTHERS CONSTRUCTION ABILENE, TX											
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	S. 14TH STREET PEDESTRIAN IMPROVEMENTS CSJ# 0908-33-107				1,369,000.00										
BASE BID					1,369,000.00										
DISCOUNT															
TOTAL BID					1,369,000.00										

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This Contract involves the construction of the following:

Construction of approximately 6,100 linear feet of pedestrian improvements along the North side of South 14th Street between South Pioneer Drive and Barrow Street within the City of Abilene. These pedestrian improvements shall include the installation of 5-foot-wide pedestrian sidewalk, pedestrian curb ramps, commercial and residential concrete apron replacement, concrete roadway apron installation, and the installation of approximately 83 LF of 6-foot-clear width pedestrian bridge crossing Catclaw Creek.



Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	S. 14TH STREET PEDESTRIAN IMPROVEMENTS CSJ # 0908-33-107	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: SEPT. 2023

Texas Department of Transportation

MEMO

September 19, 2023

To: Lance Simmons, P.E.
Chief Engineer

Through: Jessica Butler, P.E
Director of Engineering & Safety Operations
DocuSigned by: Jessica Butler 00B7C02668034DD...

From: Duane S. Milligan, P.E
Construction Division Director
DocuSigned by: 361344A1074C4B8...

Subject: Award of a Local Government Project, Taylor County

Control: 0908-33-107
Project: STP 2023 (787) TAPS
Highway: CS
Taylor County

The above referenced pedestrian infrastructure project has been reviewed. The City of Abilene and the Abilene District recommend awarding the contract to Bontke Brothers Construction Company. The total amount of the low bid was $1,369,000.00, which is 16.2 percent below the engineer's estimate of $1,633,185.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City is responsible for any costs above the maximum authorized federal amounts.

Attached is the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Environmental

DocuSigned by: 9/21/2023
7A1E426988DE4A2...

I concur with the recommendation.

In accordance with the management plan, the utility will be relocated before affecting construction.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

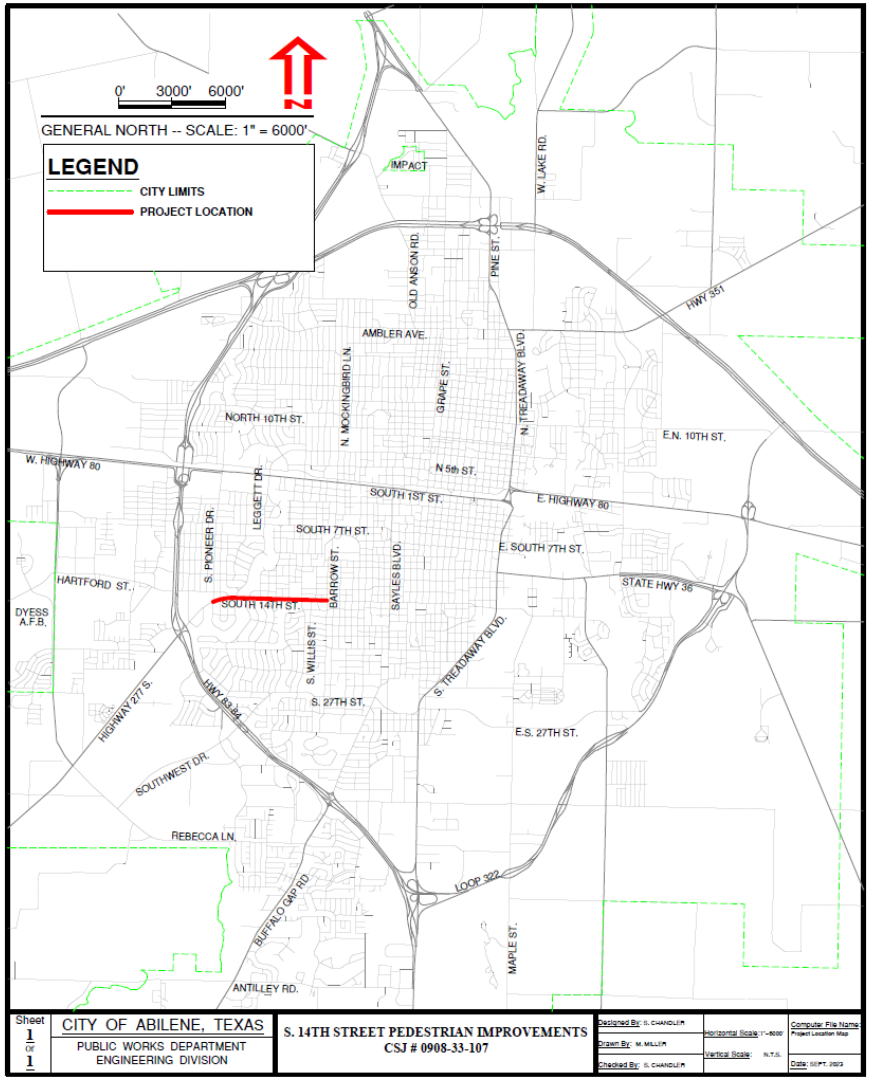
Agenda Item:

S. 14th Street Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107

(Max Johnson)

CITY OF ABILENE TEXAS

S. 14th Street Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107



Streets

South 14th Street

Limits

Pioneer Dr. to Barrow St.

CITY OF ABILENE TEXAS

S. 14th Street Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107

- Project includes:
  - Construction of approximately 6,100 feet of pedestrian improvements along the North side of South 14th St. (between Pioneer Dr. and Barrow St.).
  - Pedestrian facilities include 5 foot wide pedestrian sidewalk, curb ramps, commercial and residential approach replacements, bridge extension to facilitate pedestrian traffic over Catclaw Creek, and pedestrian signal upgrades.
- Project Advertised August 6, 2023; August 13, 2023; and August 20, 2023; bids opened August 29, 2023
- TxDOT has concurred with award of project
- 1 bid received
- Project funded through FHWA TA Grant and City of Abilene 2015 CO and 2016 GO Funds (80/20 Match).
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co. Inc., with a base bid of $1,369,000.00.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2403 Street Resurfacing Project Work Zone S13 to J.H. Strain & Sons, Inc. *(Max Johnson)***

GENERAL INFORMATION

This construction contract involves milling the existing asphalt and replacing with 2" Type D HMAC in Work Zone S13. The general project location can be defined by its North boundary of Belton St., South boundary of Texas Ave., West boundary of S. Corsicana Ave. and East Boundary of Clack St. Any failed roadway area with be replaced with 6" Type B HMAC before being overlaid with the new 2" Type D HMAC. Also included on streets that receive more traffic will be a standard 4" of Type B HMAC under 2" of Type D HMAC for the entire width of the roadway.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 60 working days (approximately 3 months, weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Street Maintenance Fee.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. with a base bid of $1,318,167.79.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Workzone S13 resolution
2. Street Resurfacing Project Work Zone S13 Contract (Strain Signed)
3. CB2403 BID TABSHEET
4. Scope of Project Workzone S13
5. PROJECT LOCATION MAP
6. Workzone S13 ppt 10-4-2023

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO J.H. STRAIN & SONS, INC., TYE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Street Resurfacing Project Work Zone S13. This construction contract involves the the mill and overlay of streets bounded by the following, North boundary of Belton St., South boundary of Texas Ave., West boundary of S. Corsicana Ave. and East Boundary of Clack St.; and

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following bids were received and opened on the October 3, 2023:

J.H. Strain & Sons, Inc., Tye, Texas	$ 1,318,167.79
Raydon, Inc., Abilene, Texas	$ 1,875,448.68

WHEREAS, J.H. Strain & Sons, Inc., Tye, Texas submitted the best value bid in the amount of $1,318,167.79 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc., Tye, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: That the City Council approves this bid in the amount of $ 1,318,167.79.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12th day of October, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tye, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration**. hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

STREET RESURFACING PROJECT WORK ZONE S13

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of $1,318,167.79 .

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment**. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens**. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563

Signature

KENT STRAIN

Name - Typed or Printed

325 692-0067

Business Phone No.

VICE PRESIDENT

Title - Typed or Printed

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

ROSS STRAIN

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

ATTEST:

City Secretary

Seal:

APPROVED:

City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

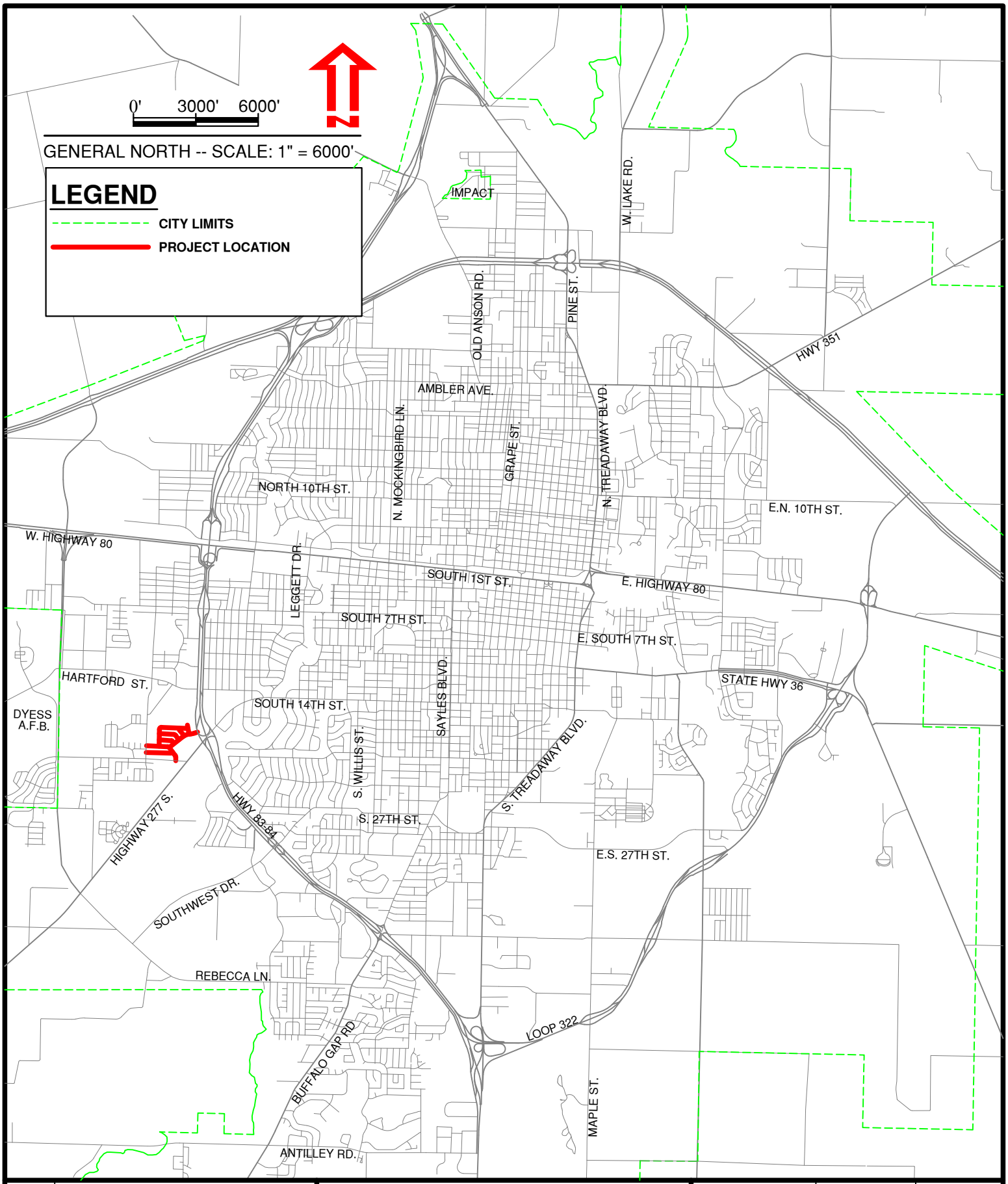
DEPARTMENT: ENGINEERING
BID NO.: CB-2403
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 3, 2023

ITEM	DESCRIPTION	QTY	UNIT	J.H. STRAIN TYE, TX		RAYDON, INC. ABILENE									
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STREET RESURFACING PROJECT WORK ZONE S13				1,318,167.79		1,875,448.68								
BASE BID					1,318,167.79		1,875,448.68								
DISCOUNT															
TOTAL BID					1,318,167.79		1,875,448.68								

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves milling the existing asphalt and replacing with 2” Type D HMAC in Work Zone S13. The general project location can be defined by its North boundary of Belton St., South boundary of Texas Ave., West boundary of S. Corsicana Ave. and East Boundary of Clack St. Any failed roadway area with be replaced with 6” Type B HMAC before being overlaid with the new 2” Type D HMAC. Also included on streets that receive more traffic will be a standard 4" of Type B HMAC under 2" of Type D HMAC for the entire width of the roadway.



Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	WORK ZONE S13 PROJECT	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: OCTOBER 2023

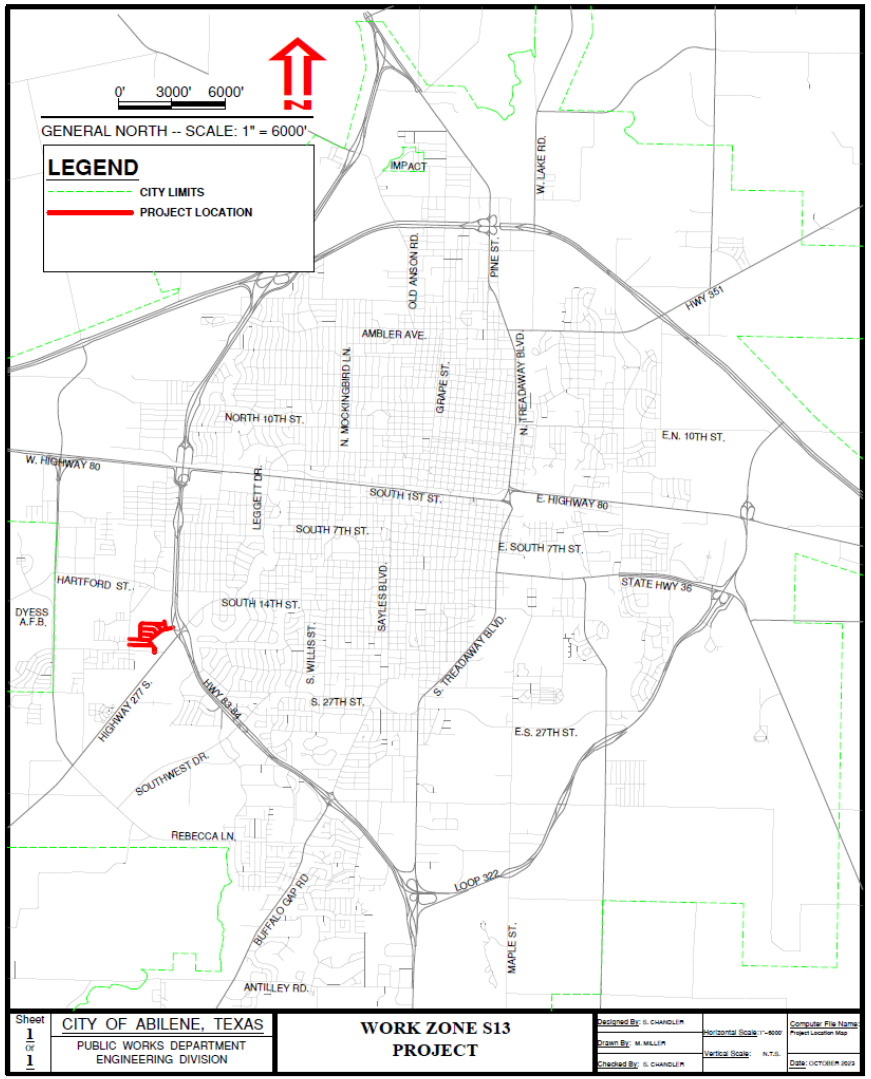
Agenda Item:

Bid Award of CB-2403
Street Resurfacing Project Work Zone S13

(Max Johnson)

CITY OF
ABILENE
TEXAS

Bid Award of CB-2403
Street Resurfacing Project Work Zone S13



Streets	From	To
Belton St.	Dayton Dr.	Sherman Dr.
Llano St.	Dayton Dr.	Alamo Dr.
Harwood St.	Dayton Dr.	Alamo Dr.
Alamo Dr.	Corsicana Ave.	S. Clack St.
Burbank Dr.	Corsicana Ave.	Denton St.
Sherman Dr.	End of Road	Alamo Dr.
Kimble St.	Belton St.	Alamo Dr.
Dayton Dr.	Belton St.	Alamo Dr.
Denton St.	Alamo Dr.	Texas Ave.

CITY OF ABILENE TEXAS

Bid Award of CB-2403
Street Resurfacing Project Work Zone S13

- Project includes:
  - Milling existing asphalt and replacing with 2” Type D HMAC in Work Zone S13
  - Replacing failed roadway area with 6” Type B HMAC before being overlaid with the new 2” Type D HMAC
  - On streets with higher traffic (Alamo, Denton, and Sherman) the typical section for the entire roadway will be 4” of Type B HMAC under 2” of Type D HMAC
- Project Advertised September 17, 2023 and September 24, 2023; bids opened October 3, 2023; Two (2) bids received
- The project has an allowance of $100,000.00.
- Staff recommends awarding the bid to the best value bidder, J.H. Strain & Sons, Inc. with a base bid of $1,318,167.79.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2402 Wynrush and Rio Mesa Alley Resurfacing to Raydon, Inc. *(Max Johnson)***

GENERAL INFORMATION

This construction contract involves the reconstruction of the alleys at Wynrush Cr. to include removing the existing pavement and base material, placing 3" of Type B HMAC and a one course surface treatment of CRS-2P and precoated grade 4 aggregate. The alley headers shall also be reconstructed in concrete. The alleys at Rio Mesa shall have a one course surface treatment of CRS-2P and precoated grade 4 aggregate.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 40 working days (approximately 2 months, weather permitting).

FUNDING/FISCAL IMPACT

Funding for this project is allocated through the Street Maintenance Fee.

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Raydon, Inc. with a base bid of $245,759.64.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Wynrush & Rio Mesa Alley Resurfacing Project Resolution
2. CB-2402 Wynrush & Rio Mesa Alley (Contract)
3. CB2402 BID TABSHEET
4. Scope of Project Wynrush & Rio Mesa
5. PROJECT LOCATION MAP
6. Wynrush & Rio Mesa Alley Resurfacing 10-4-2023

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO RAYDON, INC., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Wynrush & Rio Mesa Alley Resurfacing Project. This construction contract involves the reconstruction of they alleys located at Wynrush Cr. and the resurfacing of the alleys located at Rio Mesa Dr.; and

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following bids were received and opened on the October 3, 2023:

Raydon, Inc., Abilene, Texas	$ 245,759.64

WHEREAS, Raydon, Inc., Abilene, Texas submitted the best value bid in the amount of $245,759.64 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon, Inc., Abilene, Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: That the City Council approves this bid in the amount of $245,759.64.

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 12 day of October, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon, Inc. of the City of Abilene, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration**. hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

WYNRUSH AND RIO MESA ALLEY RESURFACING

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of $245,759.64.

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment**. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens**. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance**. The Special Conditions found in the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges**. The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.

9. **Contract Interpretation**. Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City**. Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution**. The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies**. Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor:

Raydon, Inc.

Business Address:

PO Box 671

Breckenridge, TX 76424

Signature

Seth Shortes

Name - Typed or Printed

325-548-9369

Business Phone No.

Vice President

Title - Typed or Printed

75-2235384

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

ATTEST:

City Secretary

Seal:

APPROVED:

City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

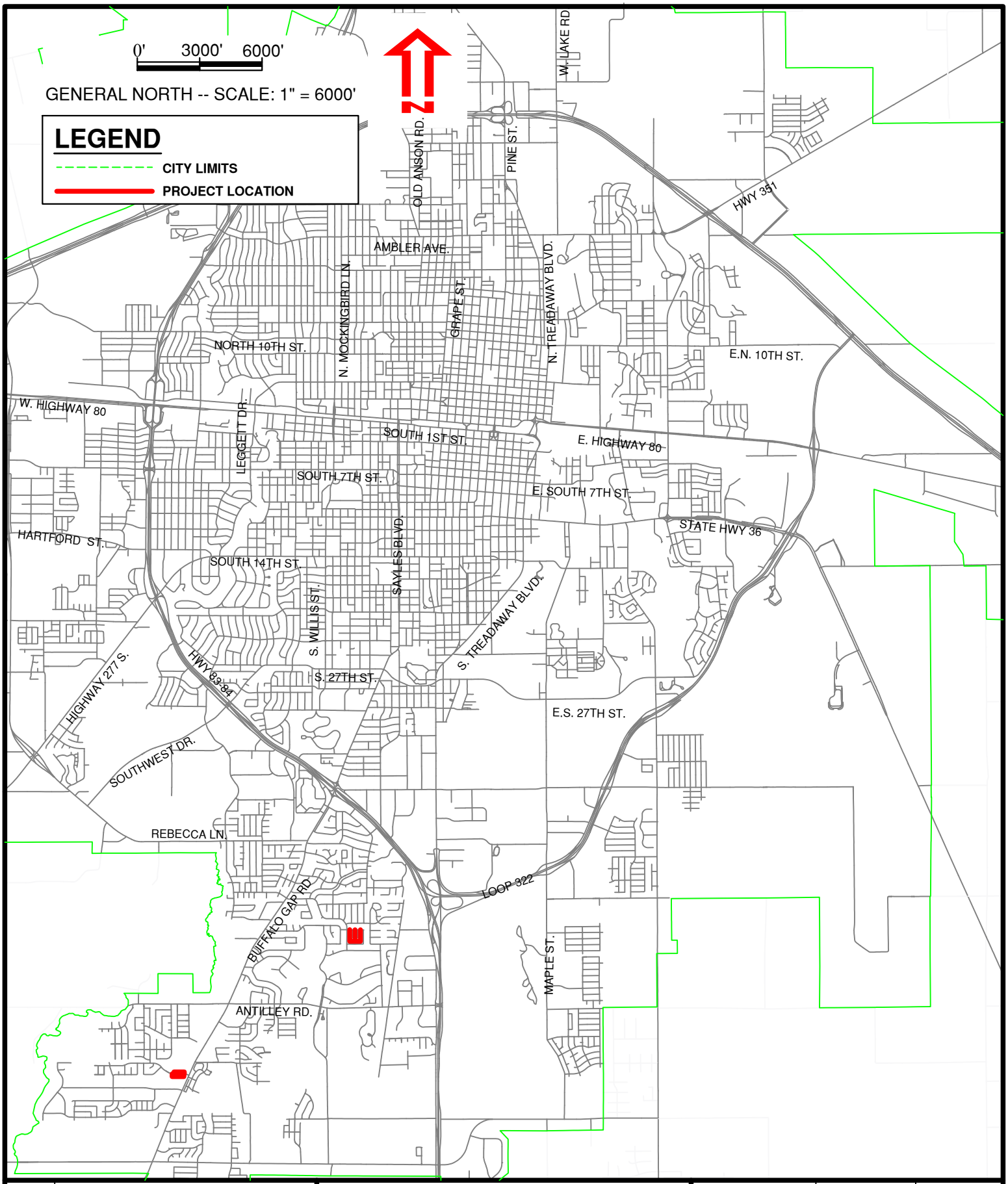
DEPARTMENT: ENGINEERING
BID NO.: CB-2402
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 3, 2023

				RAYDON, INC. ABILENE											
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	WYNRUSH AND RIO MESA ALLEY RESURFACING				245,759.64										
BASE BID					245,759.64										
DISCOUNT															
TOTAL BID					245,759.64										

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the reconstruction of the alleys at Wynrush Cr. Including removing the existing pavement and base material, placing 3” of Type B HMAC and a one course surface treatment of CRS-2P and precoated grade 4 aggregate, the alley headers shall also be reconstructed in concrete. The alleys at Rio Mesa shall have a one course surface treatment of CRS-2P and precoated grade 4 aggregate.



Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	WYNRUSH & RIO MESA ALLEY RESURFACING PROJECT	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	NOT TO SCALE	Computer File Name: 2023 STREET MAINTENANCE Date OCT. 2023

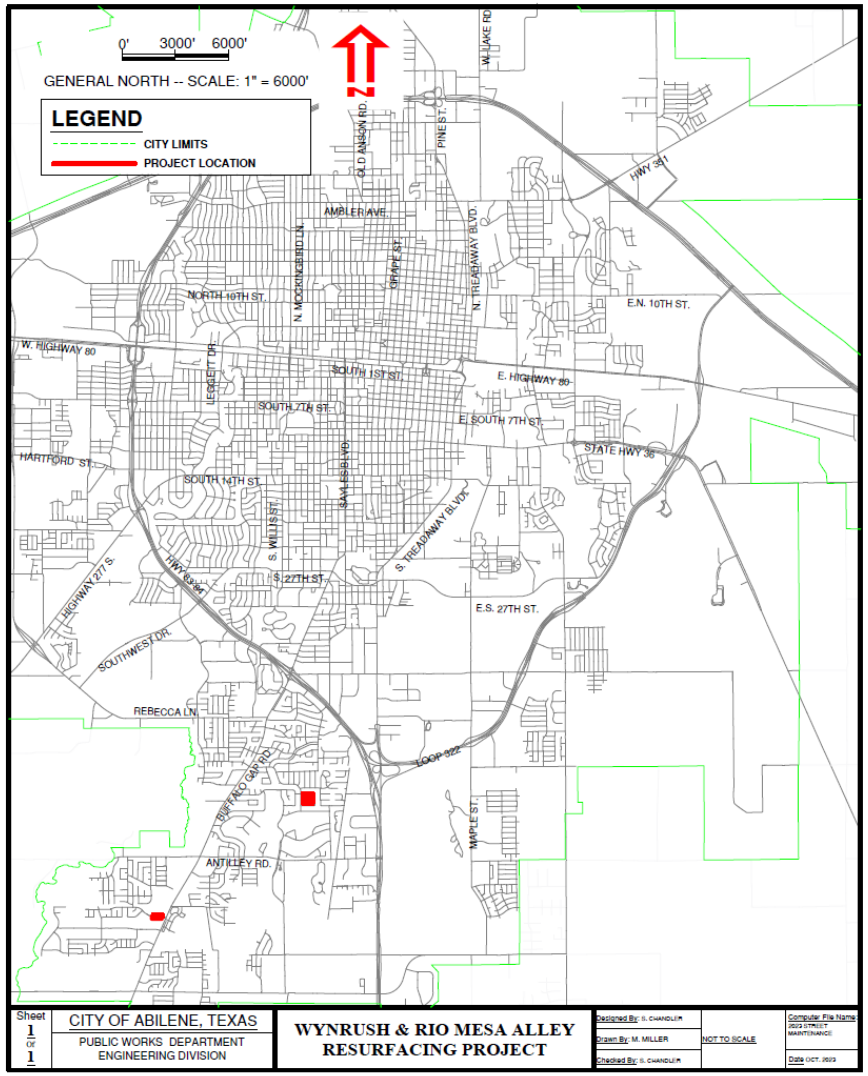
Agenda Item:

Bid Award of CB-2402 Wynrush & Rio Mesa Alley Resurfacing

(Max Johnson)

CITY OF ABILENE TEXAS

Bid Award of CB-2402
Wynrush & Rio Mesa Alley Resurfacing



Project includes two locations with two different surfaces:

- **Alleys at Wynrush will include removal of 3” of existing pavement, fixing any base failures, placing 3” of Type B HMAC, and a One Course Surface Treatment**
- **Alleys at Rio Mesa will include a One Course Surface Treatment**

CITY OF ABILENE TEXAS

Bid Award of CB-2402
Wynrush & Rio Mesa Alley Resurfacing

- Project includes:
  - Wynrush alleys, removal of top 3” of existing surface, fixing any base failures, placement of 3” of Type B HMAC and a One Course Surface Treatment.
  - Rio Mesa alleys, place a Once Course Surface Treatment over existing surface.
- Project Advertised September 17, 2023, and September 24, 2023; bids opened October 3, 2023; One (1) bid received
- The project has an allowance of $20,000.00.
- Staff recommends awarding the bid to the best value bidder, Raydon, Inc with a base bid of $245,759.64.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with NPH Ventures, LLC (end of 3605 Post Oak Road) *(Max Johnson)***

GENERAL INFORMATION

NPH Ventures, LLC has submitted an application for an Extended Term Street Use License. The applicant wishes to construct and maintain a landscaped permanent island located in the center of the cul-de-sac at the end of 3605 Post Oak Road.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with NPH Ventures, LLC to construct and maintain the landscaped permanent island, located in the center of the cul-de-sac.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Extended Term Street Use License

2. NPH Ventures, LLC SUL Extended Term Application 10-6-2023
3. Street Use License Agreement - NPH VENTURES, LLC10-6-2023
4. Street Use License Presentation 10-5-2023 final

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE LICENSE WITH NPH VENTURES, LLC

WHEREAS, the applicant has submitted an Extended Term Street Use License application to construct and maintain a landscaped permanent island located in the center of the cul-de-sac, at the end of 3605 Post Oak Road; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with NPH Ventures, LLC

PART 2: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

ATTEST:

_____
Robert Hanna, City Manager

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE

STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: NPH Ventures, LLC Phone: 281-799-9762

Address: 3207 S SAM HOUSTON PKWY, HOUSTON, TX 77047 Email: thudson@nphlp.com

Agent: Trevor Hudson Phone: 281-799-9762

Description of Public Right-of-Way to be used: See attached description

Owner of adjacent property: NPH Ventures, LLC

Proposed use of public right-of-way: Public Road

Reasons for the request: The public cul-de-sac being developed includes a 60 feet diameter landscape area that the City of Abilene Engineering Department requires to be maintained by the owner.

Application is not complete unless all of the following are included:

- Application fee- $300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

Trevor C. Hudson

Signature of Applicant or Agent

9/18/2023

Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this 22nd day of September, 2023, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and _NPH Ventures, LLC_____, hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

To construct and maintain a landscaped permanent island in the center of the cul-de-sac at the North end of Post Oak Road

Commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

To construct and maintain a landscaped permanent island located in the center of the cul-de-sac

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Licensee" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Licensee's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Licensee.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

Licensee must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Licensee's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Licensee or Licensee's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

The City and Licensee must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Licensee or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE TO INDEMNIFY AND

PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

III. Insurance

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

Type	Amount	
Comprehensive General Liability	$250,000 --------	Per Person
to include (but not limited to)	$500,000 --------	Per Occurrence for
the following:		Bodily Injury, and
a) Premises/Operations Coverage	$l00,000 --------	Per Occurrence for
a) Contractual Liability Coverage		Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

a. That the City of Abilene, Texas, is named as an additional insured.

b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

l. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

I. This License shall automatically terminate __40__ years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

_____
City Manager

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

NAME OF LICENSEE:

__*NPH VENTURES, LLC*_____

By:_____
Signature

_____
Printed Name and Title

Business Address: *3207 S SAM HOUSTON PKWY*

HOUSTON, TX 77047

EXHIBIT "A"
STREET USE LICENSE AGREEMENT
WITH
NPH VENTURES, LLC

CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

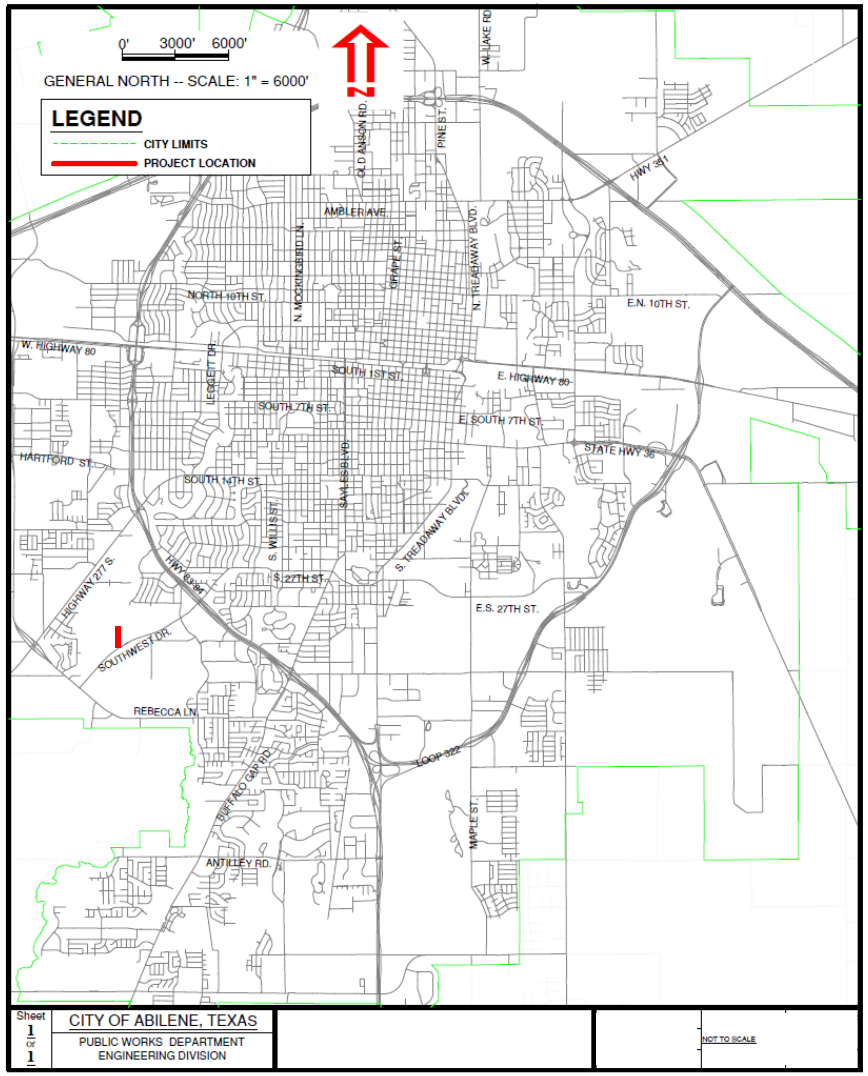
1. The Licensee shall contact the city's Engineering Division (325-676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the City Engineer's office (325-676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (325-676-6066) or the City Engineer's office (325-676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (325-676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the City of Abilene Building Inspections (325-676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.

Approval of Extended Term Street Use License – 3605 Post Oak Road

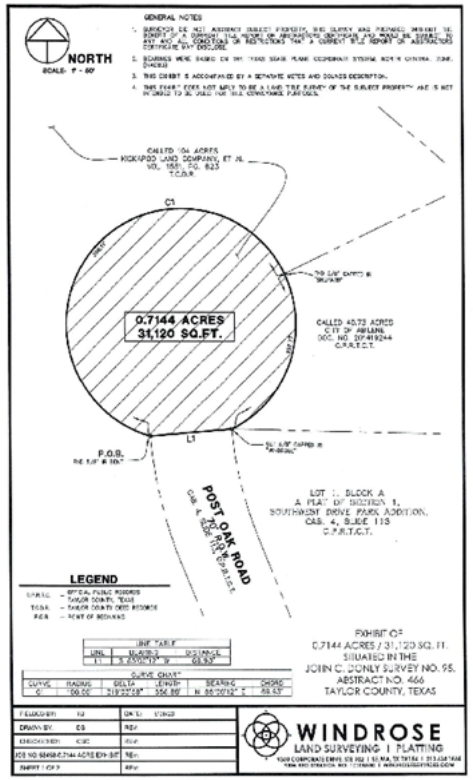
(Max Johnson)

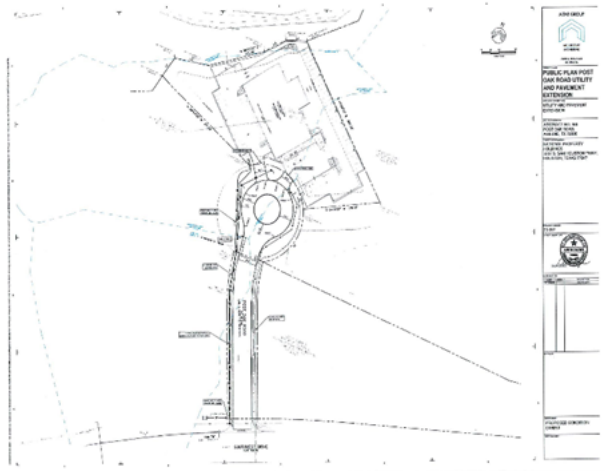
CITY OF ABILENE TEXAS

Extended Street Use License – 3605 Post Oak Road



Site Plan





CITY OF ABILENE TEXAS

Extended Street Use License – 3605 Post Oak Road

- NPH Ventures, LLC. submitted an application for an Extended Term Street Use License to construct and maintain a landscaped permanent island in the center of the cul-de-sac located at the end of 3605 Post Oak Road
- Staff reviewed and found application to be complete
- Staff recommends approval of the Extended Term Street Use License

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **16. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Adventures Outback, L.P. for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Adventures Outback, LP dba AO Services (AO Services) of Georgetown, Texas in the amount of $4,858,204.00 for CB-2365 Possum Kingdom Drought Response Improvements RO Concentrate Pipeline - Phase II project (Project). Bids were advertised in the Abilene Reporter News on August 6th and 13th, 2023. Bids were opened on Wednesday August 30th, 2023. A total of 6 bids were received. The Bid document includes the Base Bid for installing 12inch PVC pipe throughout the project, and Alternate Bid A for installing 12inch HDPE pipe throughout the project. The lowest priced Base Bid with Alternate Bid A provides a savings of $261,204.30 compared to the lowest Base Bid alone. The Project Engineer has evaluated the bids using the best value criteria and does recommend the project be awarded to AO Services for the Base Bid with Alternative Bid A in the amount of $4,858,204.00.

The Base Bid includes a line item for "Owner's Allowance" as provided for in Administrative Directive No. AD-025. The value of the owners allowance item is $100,000.00. The allowance bid item is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

SPECIAL CONSIDERATIONS

This Phase II project is for the installation of approximately 38,667 linear feet of 12inch diameter pipeline beginning near the intersection of Highway 67 and FM 1148 and continuing generally east along FM 1148 to the intersection with Veale Creek Road, which is the point of connection with the Phase I project. The recently completed Phase I and pending Phase II

projects will complete the pipeline for the discharge of Reverse Osmosis concentrate produced by the PKRWRF back into Possum Kingdom Lake. The original construction of the PKRWRF included the installation of a section of the RO concentrate pipeline beginning at the PKRWRF, extending east and then northeast along State Highway 67 to the intersection with FM 1148. Pipeline construction was halted at that time as the City negotiated with regulatory agencies on an alternate discharge point into Possum Kingdom Lake. The City currently holds a TPDES permit to discharge RO concentrate into Possum Kingdom Lake.

FUNDING/FISCAL IMPACT

The project will utilize funds designated for Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the Base Bid with Alternate Bid A to Adventures Outback, LP dba AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline - Phase II project in the amount of $4,858,204.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-AO Services-PK DR Improvements RO Concentrate Pipeline-P2-10-12-2023
2. Letter or Recommendation-Bid Tab-PK DR Improvements RO Concentrate Pipeline Phase II-AO Services-10-12-2023
3. Contract-Possum Kingdom Drought Response Improvements RO Concentrate Pipeline-Phase 2-Adventures Outback dba AO Services-10-12-2023
4. Presentation-Award Bid-AO Services-PK DR Improvements RO Concentrate Pipeline-P2-10-12-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BASE BID WITH ALTERNATE BID A TO ADVENTURES OUTBACK, LP DBA AO SERVICES FOR THE POSSUM KINGDOM DROUGHT RESPONSE IMPROVEMENTS RO CONCENTRATE PIPELINE – PHASE II PROJECT.

WHEREAS, the City of Abilene (City) owns and operates a Public Water System that provides drinking water for the City and the region and includes the Possum Kingdom Raw Water Roughing Facility (PKRWRF) as a component of the raw water supply delivery systems; and

WHEREAS, the PKRWRF construction project included the installation of a segment of RO Concentrate pipeline from the PKRWRF to the intersection of State Highway 67 and FM 1148, where construction was halted until the City could acquire the appropriate TPDES permit; and

WHEREAS, the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II is the installation of approximately 38,667 feet of 12inch diameter pipeline along FM 1148 to complete the RO Concentrate Pipeline for discharging RO concentrate into the lake; and

WHEREAS, Adventures Outback, LP dba AO Services (AO Services) submitted the lowest price for the Base Bid with Alternate Bid A for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II project, and the design engineer Enprotec/Hibbs & Todd, Inc. has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to AO Services in the amount of $4,858,204.00; and

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

That the City Manager is authorized to execute a construction contract with Adventures Outback, LP dba AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II project in the amount of $4,858,204.00.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

Enprotec | **Hibbs & Todd**

September 22, 2023

City of Abilene
209 East Highway 80
Abilene, TX 79601
Attn: Mr. Rodney Taylor, Water Utilities Director

Re: Recommendation of Award
Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II

Dear Mr. Taylor:

Bids for the referenced project were opened on Tuesday August 30, 2023. Six (6) bids were received. The apparent low bidder utilizing the alternative bid is Adventures Outback, LP dba AO Services, out of Georgetown, Texas. See attached Bid Tabulation.

The responsiveness and responsibility of the bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the bidder have been evaluated in accordance with the Contract Documents.

Based on the criteria set forth in the City of Abilene's Invitation for Bids, eHT believes Adventures Outback, LP dba AO Services, out of Georgetown, Texas, represents the Best Value for the proposed Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II. Adventures Outback, LP dba AO Services alternative bid that was read aloud at the Bid Opening was $4,858,204.00. eHT recommends the project be awarded to Adventures Outback, LP dba AO Services for the alternative bid of $4,858,204.00.

We look forward to working with the City of Abilene as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Colden S. Rich, P.E.
Associate Vice President

CSR/jd

Attachment: Bid Tabulation

c: Project File: 6103

P:\Projects\Abilene, City of\6103 PK Drought Response Improvements\2019 RO Concentrate Line to PK\4. Bidding Phase\Bidder Evaluation\RO System Phase II\Recommendation of Award.docx

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II, City of Abilene, Texas

BIDS RECEIVED: 8/30/2023

PE Firm Registration No. 1151

BASE BID

Item No.	Quantity	Unit	Item	Acadia Services, LLC		AO Services		Western Municipal Const of Texas		Excel Trenching		Accell Construction, Inc.		Whitney Underground Utilities	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, bonds & insurance	$ 243,000.00	$ 243,000.00	$ 269,283.00	$ 269,283.00	$ 260,000.00	$ 260,000.00	$ 246,000.00	$ 246,000.00	$ 180,000.00	$ 180,000.00	$ 250,000.00	$ 250,000.00
2	1	LS	Traffic Control and Implementation	$ 27,000.00	$ 27,000.00	$ 57,912.00	$ 57,912.00	$ 105,000.00	$ 105,000.00	$ 16,000.00	$ 16,000.00	$ 37,450.00	$ 37,450.00	$ 15,000.00	$ 15,000.00
3	38,667	LF	Trench Excavation and Safety Plan	$ 1.00	$ 38,667.00	$ 2.50	$ 96,667.50	$ 1.00	$ 38,667.00	$ 5.00	$ 193,335.00	$ 26.55	$ 1,026,608.85	$ 1.00	$ 38,667.00
4	1	LS	Stormwater Pollution Prevention Plan	$ 3,500.00	$ 3,500.00	$ 92,660.00	$ 92,660.00	$ 30,000.00	$ 30,000.00	$ 18,000.00	$ 18,000.00	$ 70,085.00	$ 70,085.00	$ 15,000.00	$ 15,000.00
5	38,667	LF	12" SDR-21 PVC pipe	$ 91.90	$ 3,553,497.30	$ 97.50	$ 3,770,032.50	$ 113.00	$ 4,369,371.00	$ 107.50	$ 4,156,702.50	$ 104.13	$ 4,026,394.71	$ 187.00	$ 7,230,729.00
6	720	LF	12" DR11 DIPS HDPE pipeline	$ 488.00	$ 351,360.00	$ 515.00	$ 370,800.00	$ 385.00	$ 277,200.00	$ 320.00	$ 230,400.00	$ 350.00	$ 252,000.00	$ 200.00	$ 144,000.00
7	63	LF	Steel encased bore for 12" DR-21 CERTA-LOK PVC pipeline	$ 862.00	$ 54,306.00	$ 912.00	$ 57,456.00	$ 1,500.00	$ 94,500.00	$ 1,000.00	$ 63,000.00	$ 580.00	$ 36,540.00	$ 500.00	$ 31,500.00
8	38,667	LF	Class I or II granular bedding material	$ 13.00	$ 502,671.00	$ 4.50	$ 174,001.50	$ 4.00	$ 154,668.00	$ 12.00	$ 464,004.00	$ 22.53	$ 871,167.51	$ 10.00	$ 386,670.00
9	7	EA	12" gate valve with valve box and fittings	$ 8,000.00	$ 56,000.00	$ 4,465.00	$ 31,255.00	$ 8,000.00	$ 56,000.00	$ 4,000.00	$ 28,000.00	$ 5,500.00	$ 38,500.00	$ 7,000.00	$ 49,000.00
10	343	LF	Gravel pavement replacement	$ 49.00	$ 16,807.00	$ 106.50	$ 36,529.50	$ 31.00	$ 10,633.00	$ 22.00	$ 7,546.00	$ 140.00	$ 48,020.00	$ 30.00	$ 10,290.00
11	60	LF	Asphalt pavement replacement	$ 140.00	$ 8,400.00	$ 174.00	$ 10,440.00	$ 100.00	$ 6,000.00	$ 250.00	$ 15,000.00	$ 195.00	$ 11,700.00	$ 200.00	$ 12,000.00
12	16	EA	2" combination vacuum assembly	$ 9,800.00	$ 156,800.00	$ 6,033.00	$ 96,528.00	$ 8,000.00	$ 128,000.00	$ 18,500.00	$ 296,000.00	$ 5,750.00	$ 92,000.00	$ 6,000.00	$ 96,000.00
13	2	EA	Dry connection to existing 12" pipe	$ 3,700.00	$ 7,400.00	$ 2,838.00	$ 5,676.00	$ 3,000.00	$ 6,000.00	$ 5,800.00	$ 11,600.00	$ 2,280.00	$ 4,560.00	$ 4,000.00	$ 8,000.00
14	1	LS	Allowance by City	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID PRICE (Items 1 thru 14)					**$ 5,119,408.30**		**$ 5,169,241.00**		**$ 5,636,039.00**		**$ 5,845,587.50**		**$ 6,795,026.07**		**$ 8,386,856.00**

ALTERNATE BID A

Item No.	Quantity	Unit	Item	Acadia Services, LLC		AO Services		Western Municipal Const of Texas		Excel Trenching		Accell Construction, Inc.		Whitney Underground Utilities	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
5A	38,667	LF	12" DR-11 DIPS HDPE pipe	$ 90.60	$ 3,503,230.20	$ 89.50	$ 3,460,696.50	$ 113.00	$ 4,369,371.00	$ 102.00	$ 3,944,034.00	$ 90.91	$ 3,515,216.97	$ 185.00	$ 7,153,395.00
7A	63	LF	Steel encased bore for 12" DR-11 DIPS HDPE pipeline	$ 862.00	$ 54,306.00	$ 885.00	$ 55,755.00	$ 1,500.00	$ 94,500.00	$ 1,000.00	$ 63,000.00	$ 540.00	$ 34,020.00	$ 500.00	$ 31,500.00
TOTAL ALTERNATE A BID PRICE (Items 5A and 7A)					**$ 3,557,536.20**		**$ 3,516,451.50**		**$ 4,463,871.00**		**$ 4,007,034.00**		**$ 3,549,236.97**		**$ 7,184,895.00**

TOTAL BASE BID WITH ALTERNATE A BID PRICE					**$ 5,069,141.20**		**$ 4,858,204.00**		**$ 5,636,039.00**		**$ 5,632,919.00**		**$ 6,281,328.33**		**$ 8,309,522.00**

I, COLDEN S. RICH, P.E., #110231, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

COLDEN S. RICH, P.E., #110231

8/30/23

STATE OF TEXAS
COLDEN S. RICH
110231
LICENSED
PROFESSIONAL ENGINEER

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made October 12, 20 23, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Adventures Outback, LP dba AO Services of the City of Georgetown, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

THE AGREEMENT

1. **Work and Consideration.**

The Contractor hereby agrees to commence and complete the construction of Work described as

POSSUM KINGDOM DROUGHT RESPONSE IMPROVEMENTS
RO CONCENTRATE PIPELINE PHASE II

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

POSSUM KINGDOM DROUGHT RESPONSE IMPROVEMENTS
RO CONCENTRATE PIPELINE PHASE II

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the Technical Specifications and Plans attached to these Contract Documents. Technical Specifications and Plans attached to these Contract Documents control in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of $4,858,204.00.

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Contractor" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Contractor's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorney's fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

"Proven" shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

"Sole negligence" shall mean negligence of a party that is unmixed with the fault of any other person or entity.

B. Indemnity

The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.

The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.

The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE

THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

7. **Insurance.** The Special Conditions found the City of Abilene's Standard Specifications for Construction adopted September, 2006, Part I, Division I, Item 3, contain the insurance requirements of this Contract.

8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq, as amended.

9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.

10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

12. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.

13. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

CONTRACTOR

Name of Contractor: Adventures Outback. LP
dba AO Services

Business Address:
25565 Ronald Reagan Blvd.
Georgetown, TX 78633

C. Carter
Signature

Cassie Carter
Name - Typed or Printed

President/CMO
Title - Typed or Printed

(512) 771-6641
Business Phone No.

27-3586634
Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

Award the Bid to Adventures Outback, LP dba AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II Project

CITY OF
ABILENE
TEXAS

RO CONCENTRATE PIPELINE PHASE II

- Award the Base Bid with Alternate Bid A to Adventures Outback, LP dba AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II Project for the amount of $4,858,204.00.
- The Base Bid provides for PVC piping throughout the project, and Alternative Bid A substitutes HDPE piping throughout the project.
- The Base Bid includes a line item for "Owner's Allowance" as provided for in Administrative Directive No. AD-025. The value of the owners allowance item is $100,000.00. The allowance bid item is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

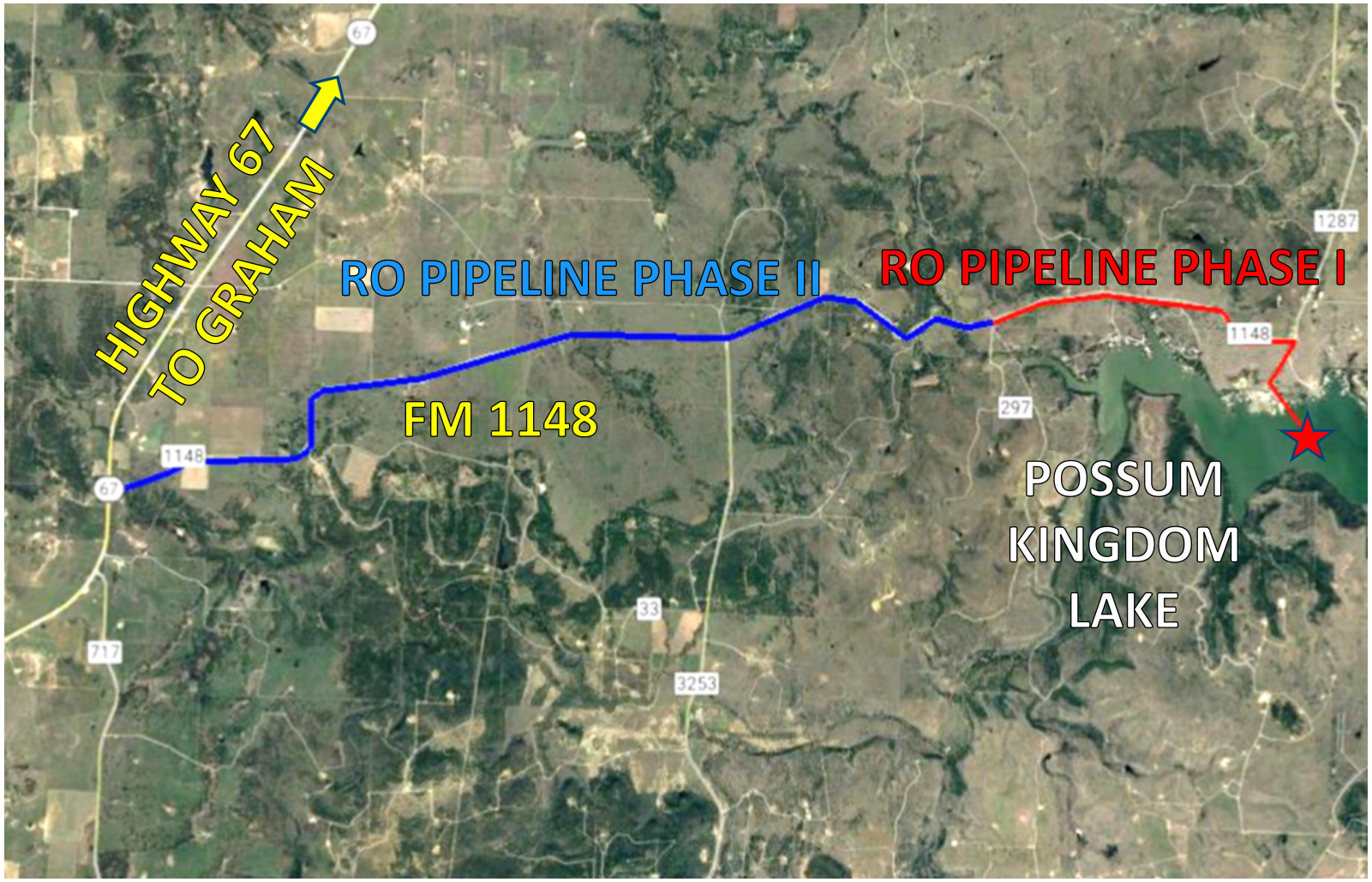
CITY OF ABILENE TEXAS

RO CONCENTRATE PIPELINE PHASE II

- The project includes the installation of approximately 38,667 feet of 12inch diameter pipeline beginning at the intersection of Highway 67 and FM 1148 and continuing east along FM 1148 to near Veale Creek Road, at the connection with the Phase I project.
- The City holds a TPDES permit with the TCEQ authorizing the discharge of reverse osmosis concentrate produced by the Possum Kingdom Raw Water Roughing Facility (PKRWRF) back into Possum Kingdom Lake.
- RO Concentrate Pipeline Phase I and Phase II will complete the offsite construction related to the PKRWRF project.

CITY OF ABILENE TEXAS

RO CONCENTRATE PIPELINE PHASE I & II ROUTE AND DISCHARGE POINT



THE RO PIPELINE PHASE I PROJECT INCLUDING THE DISCHARGE POINT INTO THE LAKE IS NOW COMPLETE.

THE RO PIPELINE PHASE II PROJECT WILL COMPLETE THE ORIGINALY PLANNED OFFSITE CONSTRUCTION WORK ASSOCIATED WITH THE POSSUM KINGDOM DROUGHT RESPONSE IMPROVEMENTS.

CITY OF ABILENE TEXAS

Award the Bid to Adventures Outback, LP dba AO Services for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline – Phase II Project

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the design of the Fort Phantom Hill Reservoir-Water Line Loop (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin, LLC (JM) for the design of the Fort Phantom Hill Reservoir-Water Line Loop for an amount not to exceed $260,000.00. This contract will provide for right-of-way acquisition, preparation of design plans and contract documents, bidding assistance, and general project inspection (not RPR).

SPECIAL CONSIDERATIONS

Lake Fort Phantom Hill (LFPH) and its adjacent properties are located within the Abilene City limits. The City owns and operates existing potable water pipelines along the east and west sides of the lake. Those two pipelines are not looped together at the north end of LFPH resulting in dead end mains being fed from only one direction. This contract will provide for route selection, acquisition of right-of-way, and design of a pipeline loop that will connect the east side and west side pipelines together at the north end of the lake. The looped connection will greatly improve system reliability, redundancy, and water pressure in the areas surrounding LFPH.

The Fort Phantom Hill Reservoir-Water Line Loop project is a recommended CIP project in the City's 2020 Water Distribution Master Plan.

FUNDING/FISCAL IMPACT

The design contract will be paid using funds dedicated to Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Jacob and Martin, LLC for the design of the Fort Phantom Hill Reservoir-Water Line Loop for an amount not to exceed $260,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PS Contract-JM-FPH Reservoir-Water Line Loop-10-12-2023
2. Contract-PS-FPH Reservoir Water Line Loop-Jacob and Martin-10-12-2023
3. Presentation-PS Contract-JM-FPH Reservoir-Water Line Loop-10-12-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC FOR THE FORT PHANTOM HILL RESERVOIR-WATER LINE LOOP.

WHEREAS, the City of Abilene (Abilene) owns and operates Lake Fort Phantom Hill (LFPH) which provides a primary water supply for the City, supports recreational activities for the area, and is a desired area for residential homeowners; and

WHEREAS, the City owns and operates existing potable water pipelines along the east and west sides of the lake, and those two pipelines are not looped together at the north end of LFPH resulting in dead end mains being fed from only one direction; and

WHEREAS, the 2020 Water Distribution Master Plan recommends the construction of a water line loop to connect the two water pipeline together at the north end of the lake to stabilize pressures, increase fire flow capacity, and improve system reliability in that area of the City; and

WHEREAS, the professional services contract with Jacob & Martin, LLC for the Fort Phantom Hill Reservoir-Water Line Loop will provide for right-of-way acquisition, preparation of design plans and contract documents, bidding assistance, and general project supervision (not RPR) in the amount not to exceed $260,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Jacob & Martin, LLC for the Fort Phantom Hill Reservoir -Water Line Loop in the amount not to exceed $260,000.00.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CITY OF
ABILENE
TEXAS

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This contract, dated the_____ day of_____, 20___, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob & Martin, LLC, a Limited Liability Corporation organized under the laws of the State of Texas ("Consultant").

The City is engaged in Fort Phantom Hill Reservoir – Water Line Loop and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified engineer properly licensed to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. FACILITIES

The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested.* City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Consultant" includes the person, corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, or another entity over which the Consultant exercises control.

The Consultant is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant's employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Consultant.

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant or City. The City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Consultant must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Consultant must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

	Type	Amount
_X_1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
_X_2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X_4.	Professional Liability	$500,000 combined single limit (per occurrence)
___5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XII. TERMINATION

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XIV. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City – ATTN:
Rodney Taylor
P.O. Box 60
Abilene, TX 79604-0060

Consultant – ATTN:
Kirt Harle, P.E. – J&M
3465 Curry Lane
Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

Consultant agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not City -- must verify eligibility for employment as required by IRCA.

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By:

Name: Kirt Harle, P.E.

Title: Senior Principal

Address: 3465 Curry Lane, Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST: (if corporation)

_____

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

The project scope includes engineering services for right of way acquisition, design, bidding, and construction review for a proposed water line that will loop around the north end of the Fort Phantom Hill Reservoir. This project is identified as CIP Project 18 in the City's 2020 Water Master Plan. The proposed water line will generally begin on the west side of the reservoir near the intersection of West Lake Road and Cool Breeze Circle, extend around the northside of the Fort Phantom Hill Reservoir dam and then end on the east side of the reservoir near the intersection of East Lake Road with Chickasaw Road. Along the north side of the reservoir, the proposed water line project will generally align with a TXDOT road improvement project that includes the reconstruction of FM 1082.

Any adjustments to TXDOT's schedule for the proposed roadway improvement project may affect the schedule for the scope of services described below. Any change to the TXDOT schedule will be communicated to the City with corresponding changes to the schedule for the scope of services described below.

A – Right-Of-Way (ROW) Acquisition (to be completed within 9 months of contract execution)

1. Perform research to determine ownership of each parcel to be crossed by proposed water line.
2. Perform site visits either accompanied by landowner or with landowner's prior consent.
3. Compile enough data and complete analysis to determine initial offering price to acquire the easements.
4. Negotiate easement at a price not to exceed the previously agreed upon initial offer amount following approval from City.
5. Record easements in the Official Public Records of Jones County and provide City with an original copy of each easement as recorded.
6. Perform required field and legal surveying to prepare legal exhibits for easements.

B – Design Phase (to be completed within 9 months of contract execution)

1. Prepare detailed specifications, contract drawings and plans for bidding project.
2. Assist City with TXDOT permitting.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish Bidding Documents to City for water department and legal review.
5. Finalize Contract Documents incorporating City's comments.

6. Perform required topographic surveying (not included in basic engineering fee and will be invoiced at time and expense).
7. Coordinate all potholing of gas lines and city water & sewer lines if determined to be necessary for design of the project (not included in the basic engineering fee and will be invoiced at time and expense).

C – Bidding Phase (to be completed within 11 months of contract execution)
1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting.
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all bids received.
5. Assist in the preparation of formal Contract Documents for the construction of the project.

D – Construction Phase (to be completed within 20 months of contract execution)
1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of the City's Project Inspector and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.
9. Provide materials testing for density control of trench backfill and pavement repairs (not included in basic engineering fee and will be invoiced at time and expense).
10. Perform construction staking (not included in basic engineering fee and will be invoiced at time and expense).

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 _X__

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $(Time and Expense per the attached Fees for Professional Services included as "Exhibit A") per hour not to exceed $105,000.00 for Additional Services included under "Exhibit B".

Professional must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

OPTION 2 _X__

Payment is in a lump sum amount of $155,000.00 to be paid per the attached Basic Engineering Services Payment Schedule included under "Exhibit B" and upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

OPTION 3 ___

Payment is a fixed fee amount of $Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by

subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Professional shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7),with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT D

NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

EXHIBIT A

TO AGREEMENT FOR PROFESSIONAL SERVICES

FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES	
Senior Principal Engineer	$ 225.00
Principal Engineer	200.00
Registered Professional Engineer - 1	185.00
Registered Professional Engineer - 2	150.00
Engineer-in-Training (E.I.T.)	120.00
Engineering Technician - 1	120.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES	
Principal Architect	$ 200.00
Licensed Architect - 1	175.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES	
Environmental Scientist	$ 120.00
Environmental Technician	75.00
GIS Technician - 1	120.00
GIS Technician - 2	90.00
Senior Land Man	100.00
Clerical - 1	90.00
Clerical - 2	75.00

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

SURVEYING SERVICES

Principal Surveyor	$ 175.00
Registered Professional Land Surveyor	160.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	75.00
Robotic Total Station	60.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	$ 100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	120.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	90.00
Licensed Water/Wastewater Operator (C/D)	75.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2023

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME		
Registered Professional Engineer	$	185.00
Materials Technician Service Time		73.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		100.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00
CONCRETE		
Concrete Cylinder Compressive Strength Tests	$	33.00
Client Made Cylinder		40.00
Entrained Air Content Test		38.00
Slump Tests, when cylinders are not made		28.00
Concrete Mix Design		935.00
Concrete Design Confirmation Cylinder		38.00
SOILS		
Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	$	90.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		315.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		85.00
Unit Weight		50.00
Absorption		50.00
Decantation		50.00
Moisture Content		50.00
ASPHALT		
Rice Theoretical Specific Gravity	$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - $35.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2023

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task B, C and D shall be at a lump sum fee of $155,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- Design Phase - Preliminary Design Development: 10% ($15,500.00)
- Design Phase - 90% Construction Documents: 50% ($77,500.00)
- Design Phase - 100% Construction Documents: 10% ($15,500.00)
- Bidding and Award Phase: 5% ($7,750.00)
- Construction Phase: 25% ($38,750.00) *

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services (ROW Acquisition, Surveying, Construction Materials Testing and Miscellaneous Engineering Expenses) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as Exhibit A with not to exceed of $105,000.00. The estimated fees for each of these tasks are as follows:

- Legal, Topographic and Construction Surveying: Estimated at $75,000
- Construction Materials Testing and Geotechnical Studies: Estimated at $15,000
- ROW Acquisition: Estimated at $10,000
- Miscellaneous Engineering Expenses (i.e. shipping fees, potholing, etc.): Estimated at $5,000

Authorize a Professional Services Contract with Jacob and Martin, LLC for the Fort Phantom Hill Reservoir – Water Line Loop

CITY OF ABILENE TEXAS

Fort Phantom Hill Reservoir – Water Line Loop

- Authorize a Professional Services Contract with Jacob and Martin LLC for Fort Phantom Hill Reservoir – Water Line Loop in the amount not to exceed $260,000.00.
- The Contract provides for right-way acquisition, preparation of design plans and contract documents, bidding assistance, and general project supervision (not RPR).

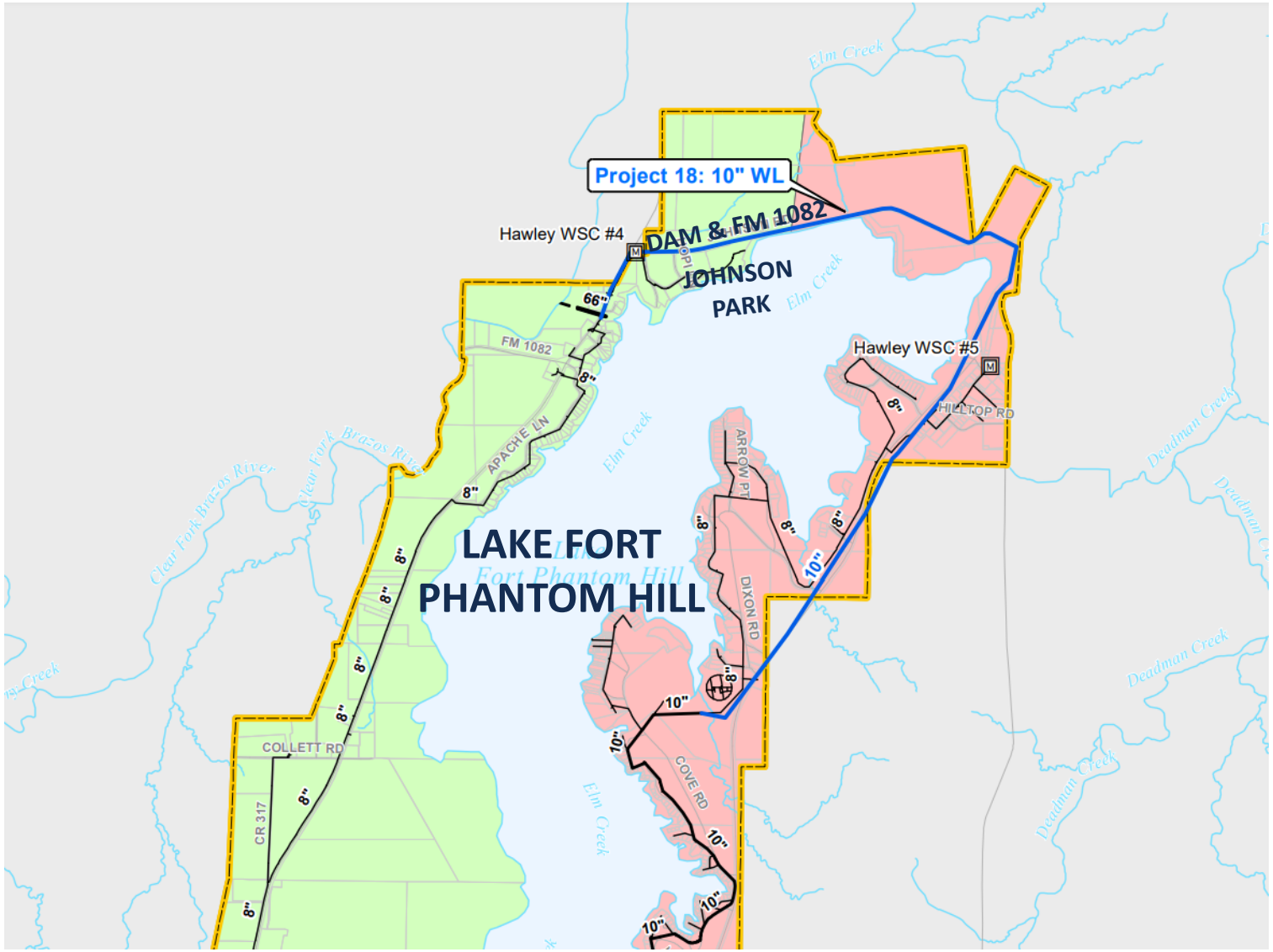
CITY OF ABILENE TEXAS

Fort Phantom Hill Reservoir – Water Line Loop

- The City owns and operates existing potable water pipelines along the east and west sides of the Fort Phantom Hill Reservoir, and those two pipelines are not looped together at the north end of LFPH resulting in dead end mains being fed from only one direction
- The 2020 Water Distribution Master Plan recommends the construction of a water line loop to connect the two water pipeline together at the north end of the lake to stabilize pressures, increase fire flow capacity, and improve system reliability in that area of the City

CITY OF ABILENE TEXAS

Fort Phantom Hill Reservoir – Water Line Loop



THE BLUE LINE IS THE RECOMMENDED 10-INCH WATER MAIN ALONG THE NORTH END OF LAKE FORT PHANTOM HILL IN ORDER TO LOOP THE EXISTING PIPING ALONG THE EAST AND WEST SIDES OF THE LAKE

CITY OF ABILENE TEXAS

Authorize a Professional Services Contract with Jacob and Martin, LLC for the Fort Phantom Hill Reservoir – Water Line Loop

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for the Northeast Water Treatment Plant Improvements-Preliminary Design in the amount not to exceed $750,000.00. This contract will provide for the evaluation and preliminary design of needed improvements to various treatment plant facilities and equipment, for the design of a new High Service Pump Station, the addition of backup power generation, the evaluation of solids handling options and a preliminary site plan for a future expansion project. Upon completion of the described work, a subsequent contract for engineering services will be presented for the preparation of final design plans and contract documents, bidding assistance, and construction phase services including general project inspection (not RPR).

SPECIAL CONSIDERATIONS

The Northeast Water Treatment Plant (Northeast WTP) has a rated capacity of 25 million gallons per day. The plant is in good to fair shape, but it is aging and in need of heavy maintenance, upgrades, and renovation in order to extend its reliability into the future. The 2020 Water Treatment Plant Master Plan included an evaluation of the Northeast WTP, and based on those findings, recommends the rehabilitation of the superpulsator clarifiers, filter media and valves, and chemical and electrical systems. It also recommends the construction of a new replacement high service pump station.

The 87th Texas Legislature approved Senate Bill 3 which expands the definition of affected utility to encompass all counties in Texas and requiring that affected utilities develop and

implement Emergency Preparedness Plans in accordance with Texas Water Code 13.1394. The City of Abilene's Emergency Preparedness Plan was approved by the Texas Commission on Environmental Quality in June 2023, and it requires the installation of emergency backup generation at the Northeast WTP by December 1st, 2026.

FUNDING/FISCAL IMPACT

The contract will be paid utilizing funds designated for Water Utilities Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Enprotec/Hibbs & Todd, Inc. for Northeast Water Treatment Plant Improvements-Preliminary Design in the amount not to exceed $750,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PS Contract-EHT-Northeast WTP Improvements-Preliminary Design-10-12-2023
2. Contract-PS-NWTP Improvements-Preliminary Design-EHT-10-12-2023
3. Presentation-PS Contract-EHT-Northeast WTP Improvements-Preliminary Design-10-12-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE NORTHEAST WATER TREATMENT PLANT IMPROVEMENTS-PRELIMINARY DESIGN.

WHEREAS, the City of Abilene (Abilene) owns and operates a public water supply system which includes the Northeast, Grimes, and Hargesheimer Water Treatment Plants; and

WHEREAS, the Northeast Water Treatment Plant (Northeast WTP) has a rated capacity of 25 million gallons per day, however it is aging and in need of heavy maintenance, upgrades, and renovation in order to ensure future capacity and reliability, and

WHEREAS, the 2020 Water Treatment Plant Master Plan recommends the rehabilitation of the Northeast WTP including the superpulsator clarifiers, filter media rehab, chemical and electrical system improvements, and the construction of a new high service pump station; and

WHEREAS, the City of Abilene Emergency Preparedness Plan, as approved by the Texas Commission on Environmental Quality in June 2023, requires the installation of emergency backup generation at the Northeast WTP by December 1, 2026; and

WHEREAS, the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design will provide for evaluation and preliminary design (30%) for rehabilitation of superpulsators, filters and gallery valves, electrical and chemical systems, and a new high service pump station, addition of emergency power generation, and other related tasks in the amount not to exceed $750,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design in the amount not to exceed $750,000.00.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

PROFESSIONAL SERVICES CONTRACT
Engineers & Architects

This contract, dated the 25 day of September, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs & Todd, a Corporation organized under the laws of the State of Texas ("Consultant").

The City is engaged in Northeast Water Treatment Plant Improvements - Preliminary Design and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. FEE

For the services to be rendered under this Contract, the Consultant will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes.

III. FACILITIES

The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

The Consultant is an Independent Contractor. Consultant and Consultant's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This contract, including attachments, constitutes the entire agreement of the parties. Any statements, promises, or agreements made by either party or its agent which are not contained in this contract are of no effect. This contract may not be amended or modified except by both parties' written consent. This Contract supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested.* City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.

"Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

"Consultant" includes the person, corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

"Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

"Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, or another entity over which the Consultant exercises control.

The Consultant is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant's employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Consultant.

The City and Consultant must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Consultant or City. The City has the right to compromise and defend the same to the extent of its own interests.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Consultant must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Consultant must furnish new certificates or copies of the policy before the expiration date.

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway,public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The types of insurance required in this contract are those indicated by initials. If no initials appear on any of items 1 through 6, items 1 through 4 shall be required.

Type	Amount
_X__1. Workers' Compensation	Statutory
Employer's Liability	$100,000 per occurrence
_X__2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X__3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
_X__4. Professional Liability	$500,000 combined single limit (per occurrence)
___5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

XII. TERMINATION

This contract may be terminated at any time upon 30 days written notice by City to Consultant. In the event of termination, Consultant will be compensated for work satisfactorily performed before the termination date.

If, through any cause, the Consultant fails to fulfill his obligations under this contract, or if the Consultant violates any of the agreements of this contract, the City has the right to terminate the contract by giving five days written notice to the Consultant. The Consultant will be compensated for work satisfactorily performed before the termination date.

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XIII. PROJECT REPRESENTATION

The City agrees to appoint a Project Representative to assist in obtaining information from various City departments as requested by Consultant and in coordinating, monitoring, and evaluating the project to its completion. The Project Representative has no control over the means, methods, techniques, or procedures employed by Consultant. The City is interested only in the results obtained under this contract; the manner and means of obtaining those results is solely under the Consultant's control.

XIV. NOTICE

All notices must be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City – ATTN:
Rodney Taylor, Water Adminstration
PO Box 60
Abilene, TX 79604-0060

Consultant – ATTN:
Jordan Hibbs, V.P.
402 Cedar St
Abilene, TX 79601

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Consultant, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XVI. NO INDEBTEDNESS

Consultant agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Consultant is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty and interest.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Consultant must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Consultant -- not City -- must verify eligibility for employment as required by IRCA.

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By: Jordan S. Hibbs

Name: Jordan S. Hibbs

Title: Vice President

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: (325) 698-5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

ROBERT BENHAM

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

SCOPE OF SERVICES
FOR
NORTHEAST WATER TREATMENT PLANT IMPROVEMENTS – PRELIMINARY DESIGN

This Attachment A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and City of Abilene (City or Owner) for a project generally described as:

Preliminary Design of improvements to the City's existing Northeast Water Treatment Plant (NEWTP) and Preliminary Design of a new High Service Pump Station (HSPS).

SCOPE OF SERVICES

The Engineer agrees to support in furnishing the Owner with the following specific services:

BASIC ENGINEERING SERVICES

The following items are included for evaluation and preliminary design in this scope of services and will be implemented through Preliminary Design:

1. SuperPulsator (quantity 3) rehabilitation.
2. Filter Rehabilitation (Filter Numbers 1-4, 6-7).
3. Filter Gallery Valve Replacement.
4. Clearwell No. 1 Demolition and Design of new 5 MG Partially Buried Clearwell.
5. Chlorine Dioxide Generation and Injection Site Relocation.
6. Miscellaneous Chemical Storage Improvements.
7. Electrical System Improvements.
8. Sludge Lagoon Improvements.
9. New High Service Pump Station (designed for 31 MGD with initial 24 MGD capacity).
10. Solids Handling Tank and Mechanical Dewatering System.
11. Emergency Power Generators (sized for 31 MGD ultimate build-out).
12. Preliminary Site Plan and Opinion of Probable Construction Cost (OPCC) for 31 MGD WTP Expansion.

PRELIMINARY DESIGN

1.1 Establish design criteria for the improvements listed above, as agreed upon by the Owner and Engineer, in order to prepare a Basis of Design Report (BODR) document.

1.1.1 The Basis of Design Report is the means to communicate scope, objectives, and details of the project to the Owner, regulatory agencies, and the design team. Information in the Basis of Design Report includes:

- General project scope and background references.

- Comparison of the technical, operational, and financial aspects of significant design decisions that will inform the scope for final design.

- Design criteria, including:
  - Flow rates - initial and future.
  - Electrical loads – initial and future.

- Applicable codes and standards, including fire and safety codes, code review and approval process.

- Local building, planning, and zoning department requirements including code review and approval process.

- Site considerations, including subsurface conditions, flood elevations, drainage requirements, utility requirements, etc.

- Primary systems Process and Instrumentation Diagrams (P&IDs), and Process Flow Diagrams.

- Conceptual site plan and building layouts for 31 MGD Future Expansion.

- Building layout for proposed High Service Pump Station.

- Conceptual hydraulic profile for finished water.

- Chemical feed and storage miscellaneous improvements.

- Electrical design criteria.

- Equipment list.

1.2 Prepare Preliminary Design drawings (30%) for the Project.

1.3 Prepare Preliminary Design specifications for the major equipment proposed for the Project. Include a Table of Contents of specifications for proposed project.

1.4 Project Management and Quality Assurance / Quality Control (QC) Review:

1.4.1 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

1.4.2 Conduct internal team coordination meetings as required to accomplish the work.

1.4.3 Coordinate, prepare, and review monthly invoices for payment.

1.4.4 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

1.4.5 Submit to the Owner, as needed, an Opinion of Probable Construction Cost which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the Owner's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

Engineer's services under Preliminary Design will be considered complete on the date when the DRAFT Basis of Design Report document, 30% Drawings and Specifications, Opinion of Probable Construction Cost, a proposed scope of services to cover final design, contractor procurement, and construction and any other Preliminary Design deliverables have been delivered to the Owner. It is anticipated that the services under Preliminary Design will be completed 3-5 months from execution of this contract.

SPECIAL SERVICES

The following Special Services are agreed to between the Engineer and the Owner as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

4.1 Surveying

4.1.1 Provide necessary LiDAR surveying for 3D scanning of the existing WTP piping.

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

4.2 Geotechnical Investigations

4.2.1 Perform soil borings at the WTP and HSPS site required for Final Design of facility improvements. Perform soil testing and develop foundation design parameters for plant facilities. Provide the results of the geotechnical investigations in a bound report, sealed by an engineer licensed to practice in Texas.

4.3 Greensand Evaluation

4.3.1 Engineer shall provide a separate Technical Memorandum to further evaluate the feasibility of implementing Greensand in the future expansion project at the NEWTP. Engineer will primarily investigate the formation potential of disinfection byproducts (DBP) as it relates to running a free chlorine residual through Greensand filters.

4.4 Secondary Chlorine Dioxide Injection Point

4.4.1 Engineer shall provide a separate Technical Memorandum to investigate implementing a secondary chlorine dioxide injection point within the plant between the clarification and filtration steps. Engineer will perform sampling and laboratory analyses to determine the efficacy of a secondary injection point to enhance reduction of DBP formation potential and additional concentration-time (CT) credit while efficiently managing point-of-entry (POE) chlorite residual.

ATTACHMENT B

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the initial Notice to Proceed for the Project, Prime Consultant shall pay Engineer for services set forth in Exhibit A, Preliminary Design as follows:

    - Preliminary Design: $350,000
    - 30% Drawings and Specifications: $250,000

    a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.

    b. 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 monthly billing period to the Lump Sum.

2. Additionally, Owner shall pay Engineer for services set forth in Appendix B, Special Services on a time and materials basis not to exceed $150,000 as follows:

    a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2024, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.

    b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.

    c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of $150,000 for all Special Services provided under this Appendix B.

        - Surveying (Including Laser Scanning): $65,000
        - Geotechnical Investigation: $25,000
        - Greensand Evaluation: $31,000
        - Chlorine Dioxide Evaluation: $28,000

Appendix B

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2023)

Charges include all salaries, salary expense, overhead, and profit.

Principal	$ 240.00 per hour
Senior Project Manager	200.00 per hour
Project Manager	175.00 per hour
Senior Engineer / Geologist	160.00 per hour
Project Engineer / Geologist	140.00 per hour
Staff Engineer I / Geologist I	120.00 per hour
Staff Engineer II / Geologist II	115.00 per hour
RPLS I	160.00 per hour
Operations Specialist / Regulatory Compliance Specialist	155.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	140.00 per hour
Engineering / Field Technician II	115.00 per hour
Engineering / Field Technician III	90.00 per hour
Survey Tech I	90.00 per hour
Survey Tech II	70.00 per hour
CAD I	135.00 per hour
CAD II	105.00 per hour
CAD III	70.00 per hour
Administrative	75.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Professional shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7),with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT D

NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E

CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design

CITY OF ABILENE TEXAS

Northeast WTP Rehab Preliminary Design

- Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements – Preliminary Design in the amount not to exceed $750,000.00.
- The Contract provides for evaluation and preliminary design (30%) for rehabilitation of superpulsators, filters and gallery valves, electrical and chemical systems, and a new high service pump station, the addition of emergency power generation, and other related tasks.
- The Northeast WTP has a rated capacity of 25 million gallons per day, however it is aging and in need of heavy maintenance, upgrades, and renovation in order to ensure future capacity and reliability.

CITY OF ABILENE TEXAS

Northeast WTP Rehab Preliminary Design

- The 2020 Water Treatment Plant Master Plan recommends the rehabilitation of the Northeast WTP including superpulsator clarifiers, filter media rehab, chemical and electrical system improvements, and the construction of a new high service pump station.
- The City of Abilene Emergency Preparedness Plan, as approved by the Texas Commission on Environmental Quality in June 2023, requires the installation of emergency backup generation at the Northeast WTP by December 1, 2026.

CITY OF ABILENE TEXAS

Northeast WTP Rehab Preliminary Design

THE NORTHEAST WATER TREATMENT PLANT AS VIEWED FROM ATOP THE EAST SUPERPULSATOR CLARIFIER.

CITY OF ABILENE TEXAS

Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Doug Wrenn, Asst Police Chief**

SUBJECT: **19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center *(Doug Wrenn)***

GENERAL INFORMATION

The Department would like to use the funds to increase coverage through a Real Time Information Center that would expand our abilities throughout the City. This is accomplished by purchasing a server to store video information. We also will be able to link our system with other partners and their cameras already in use.

SPECIAL CONSIDERATIONS

Request Approval

FUNDING/FISCAL IMPACT

Total of $104,922.90 to be used out of the Police Departments Apparatus fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RTIC Resolution
2. RTIC Server Proposal Memo
3. City Council- Server Proposal 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH VGI TECHNOLOGY.

WHEREAS, the Abilene Police Department does not have a server dedicated for its Real Time Information Center (RTIC); and

WHEREAS, the Department strives to improve the quality of service through advancements in technology; and

WHEREAS, the use of a server dedicated for video retention of existing camera feeds will aid and enhance policing and add to the overall mission; and

WHEREAS, the Department has identified a server for purchase that will ultimately aid in investigations both in real time and follow-up status: and

WHEREAS, the server provided by VGI Technology will continue our desire to build upon our existing RTIC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS:

PART 1. That the City Manager is authorized to execute all necessary documents to enter into a contract with VGI Technology in the amount of $104,922.90 (BuyBoard Contract #654-21).

PART 2. That this Resolution is effective upon adoption.

ADOPTED this the 12th day of October 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

City Attorney

MEMORANDUM

Abilene Police Department

From: **Doug Wrenn, Interim Chief of Police**

Date: September 11, 2023

Subject: **Police Department Real Time Information Center Server**

Purpose

The Abilene Police Department Real Time Information Center (RTIC) is expanding and is needing a server to continue its growth. The RTIC is currently utilizing several cameras around town to monitor calls and assist with investigations. These cameras belong to the City of Abilene and are attached to City owned buildings.

These cameras have helped solve several investigations that were investigated by the Abilene Police Department as well as some outside agencies. The RTIC has been involved with nearly 200 cases since beginning operations at the first of the year. The involvement includes field canvassing for video leads and, more importantly, using the cameras already in place to get video.

The City currently has several traffic queuing cameras at approximately 35 intersections within the City. In order to include these live feed cameras to the RTIC for investigative efforts, a server will need to be purchased and installed. In partnership with our City Information Technology, a network would be built so that all of the traffic cameras can be streamed to the Police Department RTIC for both live feed as well as historical review of footage.

Plan

Funds are available for the server in the APD apparatus fund that will cover the expenses. The server will be purchased from VGI Technology out of San Angelo, Texas and they have provided a quote for the total expense of the server which is a total of $104,922.90.

The cost of the server is broken down below:

- 100 camera licenses for 100 traffic or exterior cameras at $300.98 each license for a total of $30,098.00
- Avigilon Smart Care Plan (3 year) for the 100 cameras priced at $107.00 each camera for a total of $10,700.00
- Avigilon 128TB Server priced at $52,204.90
- Installation, configuration or service of system priced at $9,575.00
- Travel Expense $2,345.00

Total Cost = $104,922.90

There will be no camera purchases made as a part of this agenda item. The cameras that are already in place will be selected for use based upon their individual location and likelihood of assisting with quality of life issues. The Police Department continues to see improved efficiency in the use of these cameras as they may help us determine where services are needed prior to us even getting a call. Additionally, we look forward to the investigative abilities or improvements that having historical camera video footage provides us.

APD Real Time Information Center (RTIC) Server Proposal

The Abilene Police Department's Real Time Information Center is expanding and is needing to purchase a server to continue its growth.

CITY OF ABILENE TEXAS

RTIC- Current Projects and Growth

- The APD RTIC is over 8 months into its operation and has been very successful in utilizing existing City owned cameras mounted on City property.
- APD is working to acquire camera feeds from both the State as well as those traffic cameras already owned by the City. These camera feeds will help the RTIC give real time information to Patrol when vehicle collisions or traffic jams occur.

CITY OF ABILENE TEXAS

RTIC Server

- In order for our traffic cameras to be live streamed into the APD RTIC headquarters, we will have to purchase a server that has enough storage space for any retention needs we may have for historical review of this footage.
- This server will allow City IT to build a network so that the cameras can be streamed live into APD and used at the disposal of RTIC for information sharing as well as investigative purposes.

CITY OF ABILENE TEXAS

Quote Details

- The quote from VGI is under BuyBoard Contract #654-21, and has a total cost of $104,922.90.
- This includes licensing for up to 100 cameras and an extended warranty on the server itself.
- If granted, the funds for the server will come out of the APD apparatus fund.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Doug Wrenn, Asst Police Chief**

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Purchase of Rifle Bullet Resistant Armor from GT Distributors, Inc. *(Doug Wrenn)***

GENERAL INFORMATION

The Abilene Police Department was awarded the 2023 Office of the Governor Solicitation Public Safety Office FY 2024 Rifle Resistant Body Armor Grant in the amount of $204,126.48. The Abilene Police Department seeks to purchase 216 sets of NIJ Level III+ (rifle rated) bullet resistant armor sets from GT Distributors, Inc., using the Grant funds. The purchase is made through BuyBoard contract 698-23.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None-No matching funds required.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of the Rifle Resistant Armor from GT Distributors, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution OOG Rifle Resistant Body Armor Grant Draft
2. October 2, 2023 GT Quote Rifle Resistant Armor
3. 2024 FY24 OOG Level III+ Rifle Armor Approval- Council

RESOLUTION NO. __??-2023_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE RIFLE BULLET RESISTANT ARMOR FROM GT DISTRIBUTORS, INC.

WHEREAS, the City Council finds the Abilene Police Department was awarded the 2023 Office of the Governor Solicitation Public Safety Office FY 2024 Rifle Resistant Body Armor Grant in the amount of $204,126.48; and

WHEREAS, the Abilene Police Department seeks to purchase 216 sets of NIJ Level III+ (rifle rated) bullet resistant armor sets from GT Distributors, Inc., using the Grant funds; and

WHEREAS, the bullet resistant armor will be distributed to every sworn officer; and

WHEREAS, the purchase is made through BuyBoard contract 698-23.

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

PART 1: The City Council approves the purchase of Bullet Resistant armor from GT Distributors, Inc. in the amount of $204,126.48

PART 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this the 12th day of October, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Quote	QTE0179559
Date	10/2/2023
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Abilene City of (TX)
Attn: Accounts Payable
P.O. Box 60
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn: Lt. Gerald Moran
PO #:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MORAN 02OCT23 PTA	001732	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,814,755

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
30	PTA-1355810*	PTA TAC PH™ (GEN III SAPI) Traditional Modu Size: SMALL Color: BLACK	EA	$123.15	$3,694.50
141	PTA-1355810*	PTA TAC PH™ (GEN III SAPI) Traditional Modu Size: MEDIUM Color: BLACK	EA	$123.15	$17,364.15
40	PTA-1355810*	PTA TAC PH™ (GEN III SAPI) Traditional Modu Size: LARGE Color: BLACK	EA	$123.15	$4,926.00
2	PTA-1355810*	PTA TAC PH™ (GEN III SAPI) Traditional Modu Size: X-LARGE Color: BLACK	EA	$123.15	$246.30
3	PTA-1355833*	PTA TAC PH™ (GEN III SAPI) Female Traditio Size: FEMALE Color: BLACK	EA	$123.15	$369.45
60	PTA-1314834*	Pro Tech DT206C Type III 8.75X11.75 Multi Cu	EA	$354.76	$21,285.60
282	PTA-1314835*	Pro Tech DT206C Type III 9.5X12.5 Multi Curve	EA	$354.76	$100,042.32
80	PTA-1314836*	ProTech Tactical- DT206C Type III 10.25X13.25	EA	$354.76	$28,380.80
4	PTA-1314837*	Pro Tech DT206C Type III 11X14 Multi Curve S	EA	$354.76	$1,419.04
6	PTA-1351358*	PTA DT206CF1 Type III 8.5x10.5 Multi Curve F	EA	$354.76	$2,128.56
216	PTA-1219671-TP20*	Protech Medical Pouch Color: BLACK	EA	$28.32	$6,117.12
216	PTA-1219671-TP5A*	Protech M4 Magazine Double (TP)	EA	$16.57	$3,579.12

Quote	QTE0179559
Date	10/2/2023
Page:	2

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Abilene City of (TX)
Attn: Accounts Payable
P.O. Box 60
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn: Lt. Gerald Moran
PO #:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MORAN 02OCT23 PTA	001732	MPH	FACTORY DIRECT	NET 15	0/0/0000	2,814,755

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
		Color: BLACK			
432	PTA-1223589-PL*	Protech 8.5X3 Police ID Patch	EA	$4.65	$2,008.80
		Panel Color: BLACK Text Color: GREY			
216	PTA-1219279-P*	Protech Plate Rack Carry Bag DN6458	EA	$58.17	$12,564.72
1	NOTES:	Notes:	EA	$0.00	$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com			
1	NOTES:	Notes:	EA	$0.00	$0.00
		Quote is valid for 30 days. Please, reference quote number on PO. Freight may vary with quantity changes.			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	$204,126.48
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$204,126.48

Moran, Gerald
gerald.moran@abilenetx.gov
Your salesperson was James.
We appreciate your business!

City Council Meeting

10-12-2023

CITY OF
ABILENE
TEXAS

OOG (Officer of the Governor) FY 2023 Bullet Resistant Shield Grant

- Seeking Council approval for the one time purchase of 216 NIJ Level III+ (rifle rated) bullet resistant armor to be assigned to all sworn personnel and replace expired armor.
- Grant funds approved 10-1-2023.
- Grant Funds - $204,126.48
- No Matching Funds
- Total cost is $ 204,126.48
  - 216 each armor, carrier, carrying bag, magazine pouch, medical pouch and Police ID tape(432) front and back- $204,126.48
  - Shipping – No Charge

CITY OF ABILENE TEXAS

OOG (Officer of the Governor) FY 2023 Bullet Resistant Shield Grant

- BuyBoard Contract 698-23 through GT Distributors, with a quote attached.
- Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **21. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute Change Order No. 3 to the contract with Bontke Brothers Constructions, Inc for the Cedar Creek Trail Development Project *(Lesli Andrews)***

GENERAL INFORMATION

The City of Abilene voted to pass a 2015 bond for a linear trail along Cedar Creek and Lytle Creek. Bontke Brothers Construction, Inc. was awarded the contract in the amount of $2,348,580.00.

The City's Allowance was in the amount of $200,000.00 for work directed in writing by the City. The allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.
Change Order #1 12/7/22 was a contract reduction of $23,500. The funds were used to directly pay the railroad for expenses incurred for the Cedar Creek project.
Change Order #2 3/6/23 extended days of the contract due to weather, product delivery, and railroad permission delays.
Change Order #3 10/12/23 is a contract reduction of $150,000. The Cedar Creek project is in the last phase of the project. The City requested a Change Order to add two picnic tables with pads and release the Owner's Contingency in the amount of $150,000.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The change order will return $150,000 of Owner's Contingency to the City of Abilene Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approval of the City Manager signing the change order with Bontke Construction for the Cedar Creek Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 10_12_2023 Resolution Bontke Cedar Creek Trail Project Change Order
2. Bontke Change Order 3
3. 10_12_2023 Presentation Bontke Cedar Creek Trail Project Change Order

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH BONTKE BROTHERS CONSTRUCTION, INC. FOR THE CEDAR CREEK TRAIL DEVELOPMENT PROJECT.

WHEREAS, the City of Abilene contracted Bontke Brothers Construction, Inc. on August 25, 2022 to develop the Cedar Creek Trail Project; and

WHEREAS, the Cedar Creek Trail Project is at (90) ninety percent completion; and

WHEREAS, Change Order No. 3 is adding two picnic tables with pads; and

WHEREAS, Change Order No. 3 is releasing the remaining owners contingency for a reduction of $150,000 to the project.

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

Part 1: The City Manager is hereby authorized to execute Change Order No. 3 to the contract with Bontke Brothers Construction, Inc for the Cedar Creek Trail Development Project resulting in a net reduction of $150,000 and a final contract value of $2,175,080.

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 12th day of October 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Bontke Brothers Inc.

2. Change Order Work Limits: City of Abilene

3. Type of Change: Minor (Major/Minor)

4. Reasons: Add Two Picnic Tables and associated pads, Removes contingency amount

5. Describe the work being revised: Adding two picnic tables, one near S7th and one near HWY 80 crossing with pad and walkway

Project: Cedar Creek Walkway

Street: S11 to N 10th

Contract Number: 2259

6. New or revised plan sheet(s), sketch (es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due.

THE CONTRACTOR Date 9/21/2023

(Signature)

Typed/Printed Name Brent Partain

Typed/Printed Title Project Manager

The following information must be provided:

Change in contract time:	20 days.
Original contract price:	$2,348,580.00
Existing contract price: *	$2,325,080.00
Amount added or subtracted by this CO:	$-150,000.00.00
Revised contract price:	$ 2,175,080.00

* Includes previous CO's

RECOMMENDED FOR EXECUTION:

City Manager Date

Resolution: Bontke Brothers Cedar Creek Development Trail Project Change Order

CITY OF ABILENE TEXAS

Request to Execute a Change Order With Bontke Brothers Construction

- Development of Cedar Creek Trail Project
- Existing Contract $2,325,080
- Amount Reduced $150,000
- Resulting Contract Price: $2,175,080

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Lesli Andrews, Director**

SUBJECT: **22. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Train Sculpture as part of the City of Abilene Sculpture Collection *(Lesli Andrews)***

GENERAL INFORMATION

Former City of Abilene Councilwoman Donna Albus raised the funds to have a train sculpture added to the City Hall front lawn. The project cost is $170,000 in private funds. The train is to be located on the southwest corner of City Hall at 5th and Walnut St.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City Parks Division might incur a minimal cost of redoing the irrigation and flowerbeds around the train sculpture.

STAFF RECOMMENDATION

Staff recommends approval of accepting the train sculpture as part of the City of Abilene sculpture collection.

BOARD OR COMMISSION RECOMMENDATION

Visual Arts Jury recommended approval of the train sculpture at the October 3, 2023 board meeting.

ATTACHMENTS:

1. 10_12_2023_donated_sculpture
2. Train 1
3. Train 2
4. Train 3
5. Train 4
6. Train 5
7. Presentation Resolution_ Acceptance of Sculptures for Public Display

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING ACCEPTANCE OF DONATED SCULPTURE FOR PLACEMENT IN PUBLIC AREAS.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) coordinated the donation of sculpture; and

WHEREAS, on October 3, 2023 the Visual Arts Jury Board approved the sculptures.

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

Part 1: That the City Council approves acceptance of the donated sculpture for placement in public areas.

Part 2: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

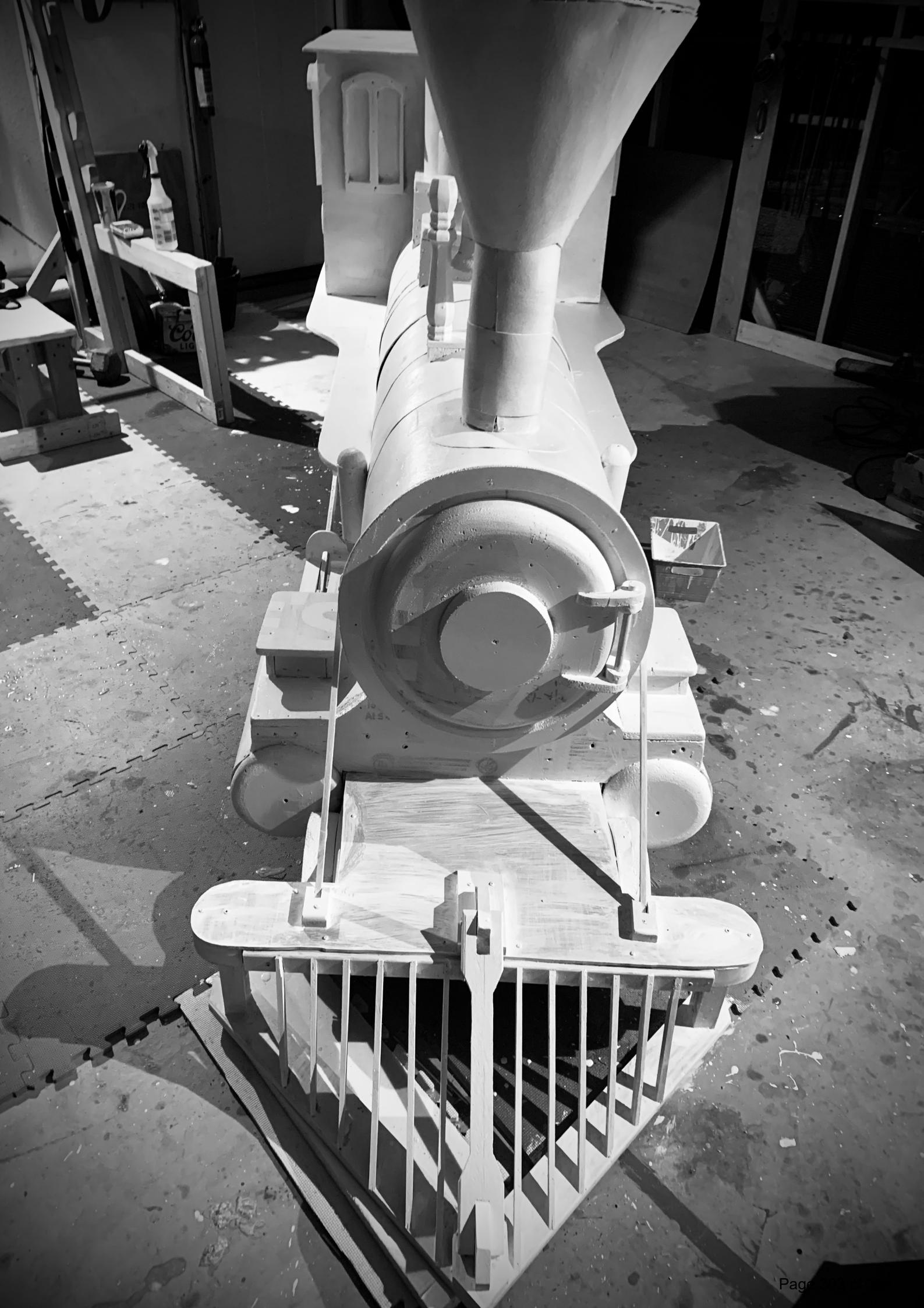
_____
Shawna Atkinson, City Secretary

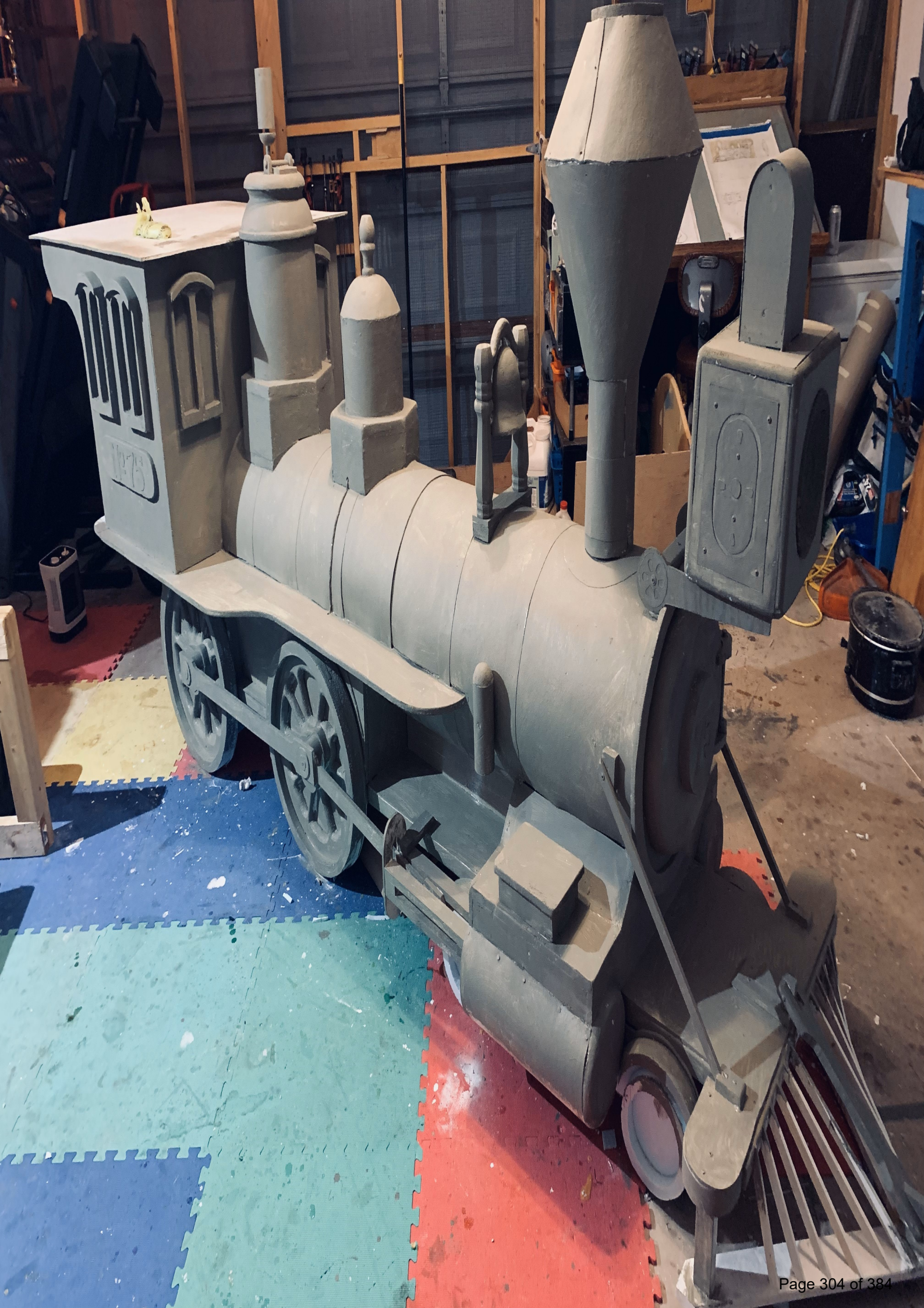
_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

75





Resolution: Acceptance of Sculptures for Public Display

October 12, 2023

CITY OF ABILENE TEXAS

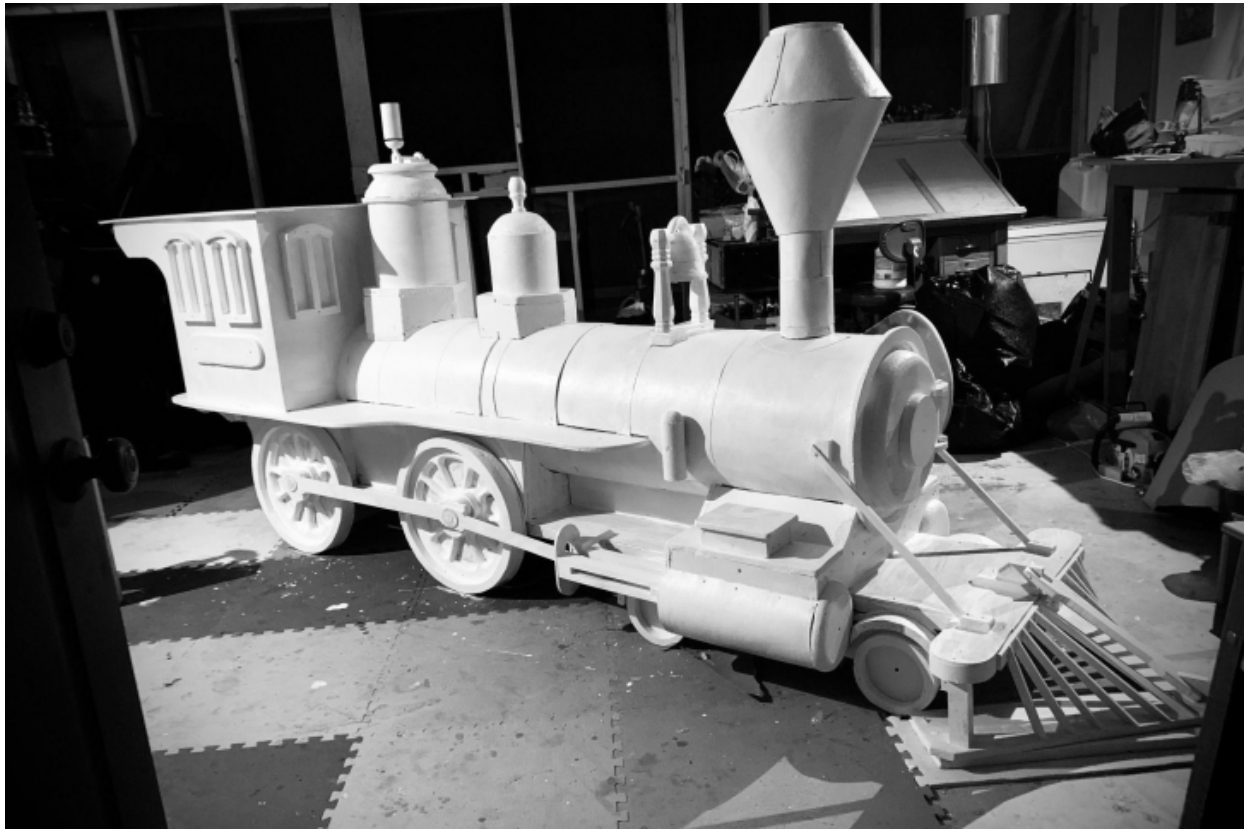
Request to Accept Sculpture for Public Display

Sculpture by: Steve Neeves

Size: 12’ X 5’

Cost: $170,000 (privately funded)

Location: Southwest corner of City Hall at 5th and Walnut St.



City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Robert Hanna, City Manager**

SUBJECT: **23. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Rebuild ABI Economic Development Program *(Robert Hanna)***

GENERAL INFORMATION

The purpose of the Rebuild ABI program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City will create several incentives and partner with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation.

I. New Construction

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

1. be a member of the Big Country Home Builder's Association; and
2. construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
3. purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
4. all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
5. the final buyer of the new home must sign an affidavit that they intend to occupy the home as their own homestead for purposes of ad valorem taxation; and
6. the sell price of the new home must be equal to or less than two hundred three thousand

dollars ($203,000.00) and no cents.

In exchange for meeting the above criteria, the City and its partner financial institutions will offer the following incentives:

A. Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six month interest only extension if necessary; and,

Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or

B. If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single-family dwelling payable at the time of closing to the buyer.

C. In addition to the equity contribution or incentive payment authorized above, the City of Abilene may also provide one or more of the following incentives:

1. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
2. city provided utility taps (if needed); and,
3. city provided roll-off containers with two free tips; and,
4. city provided sidewalks as may be required; and,
5. demolition of existing structures as may be required.

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. A model agreement is included in this agenda packet.

Minimum Home Requirements

The minimum new building requirements include:

1. 1,000 square feet or more
2. 3 bedrooms and 1 bath minimum
3. medium grade/architectural asphaltic shingle
4. 1 car garage or larger

5. 4' wood privacy fence or 4' chain-link fence and metal posts minimum
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Brick or fiber cement siding
9. Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives
The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program.

Lots North of South 27th Street
On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions
The City has partnered with First Financial Bank and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. Major Renovation

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

1. be a member of the Big Country Home Builder's Association; and
2. renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
3. purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
4. all construction must meet all applicable building codes and current residential energy efficiency standards for new construction as determined by the building official; and
5. the final buyer of the renovated home must sign an affidavit that they intend to occupy the home for their own homestead for purposes of ad valorem taxation; and
6. the sell price of the new home must be equal to or less than two hundred three thousand dollars ($203,000.00) and no cents.

In exchange for meeting the above criteria, the City will offer the following incentives:

A. The city may provide an incentive payment equal to 10% of the final sales price of the affordable single-family dwelling to the seller payable at the time of closing to the buyer.

B. In addition to the payment authorized above, the City of Abilene may provide one or more of the following incentives:

1. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
2. city provided utility taps (if needed); and,
3. city provided roll-off containers with two free tips; and,
4. city provided sidewalks as may be required; and,
5. demolition of existing structures as may be required.

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. A model agreement is included in this council agenda.

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of roofing system with a medium grade/architectural asphaltic shingle on house and any accessory building
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Rebuild ABI economic development program.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Approving Rebuild ABI program
2. Rebuild ABI
3. Rebuild ABI

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE REBUILD ABI ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 78-2018 which created the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City has adopted Resolution No. 203-2021 which amended and expanded the Abilene Neighborhood Empowerment Zone No. 1, and also created Zone No. 2; and

WHEREAS, the City has adopted Resolution No. 109-2022 which further amended the boundaries of the Abilene Neighborhood Empowerment Zone No. 1; and

WHEREAS, the City desires to create the Rebuild ABI economic development program to incentives residential construction and major renovations in the Abilene Neighborhood Empowerment Zones and other areas approved by the City Council; and

WHEREAS, incentives through the Rebuild ABI economic development program shall be granted through Chapter 380 Agreements individually approved by the City Council.

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development program upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 12th day of October, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

October 26, 2023

To whom it may concern:

Thank you for your interest in the Rebuild ABI residential infill development program.

The purpose of this program is to promote and encourage the construction and renovation of quality, affordable single-family housing in areas designated by the City of Abilene as eligible for the program. To accomplish this mission, the City has created several incentives and partnered with local financial institutions to create an environment where a public-private partnership can succeed in a space the City has historically enjoyed limited success.

There are two categories to this program. The first category is new construction. The second category is major renovation. We will discuss new construction first.

I. New Construction

To be eligible to participate in the new construction category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
(2) construct an affordable single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and
(3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
(4) all new construction must meet all applicable building codes and residential energy efficiency standards as determined by the building official; and
(5) the final buyer of the new home must sign an affidavit (Attachment D) that they intend to occupy the home as their own homestead for purposes of ad valorem taxation, and the selling price of the new home must be equal to or less than two hundred three thousand dollars ($203,000.00) and no cents.

In exchange for meeting the above criteria, the city and its partner financial institutions are pleased to offer the following incentives:

(1) Subject to approval by a partner financial institution, 90% loan to value financing with interest only payments for twelve months, with one six month interest only extension if necessary; and,

(2) Payable at the time of closing of the interim construction financing to the participating lenders, a ten (10%) percent equity contribution of the total interim financing needed for the construction of the affordable single-family dwelling. The City of Abilene shall file a second lien on the real property for the value of the 10% equity contribution. In addition, the City of Abilene will pay an additional 5% completion payment based upon the sales price to the builder at the time of closing to the buyer; or,

(3) If an individual is funding the improvements outside of the City's chosen financial partners, the city may provide an incentive payment equal to 15% of the final sales price of the affordable single-family dwelling payable at the time of closing to the buyer.

(4) In addition to the equity contribution or incentive payment authorized above, the City of Abilene may provide the following incentives:
   a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
   b. city provided utility taps (if needed); and,
   c. city provided roll-off containers with two free tips; and,
   d. city provided sidewalks as may be required; and,
   e. demolition of existing structures as may be required.

For example, Joe wants to build a new 1,200 square foot, 3 bedroom and 2 bath home in one of the City's designated target areas. Joe uses one of the city's partner banks to finance the project. The home costs $190,000 to build, and the city makes the equity payment for the interim construction loan directly to the bank on Joe's behalf. In addition, the city waives permit fees, demolishes the existing structure, provides roll offs with two free tips, installs new sidewalks, and provides new utility taps, all free of charge.

In this example, upon final sale of the home to a buyer for $203,000, Joe stands to receive incentives totaling:

10% equity payment -	$ 19,000 – Cash to builder at final settlement by City
5% completion payment -	$ 10,150 – Cash to builder at final settlement by City
Total Cash to Builder at closing -	$ 29,150
Waived Permits & Fees	$ 1,075 – Cost avoidance
New Sidewalk (50 LF)	$ 2,500 – Cost avoidance
20 yard open top with 2 tips	$ 1,200 – Cost avoidance
Demolition	$ 8,000 – Cost avoidance
Total cash and cost avoidance	$ 41,925

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to build the improvements. The agreement will articulate all of the terms and conditions necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment A.

Minimum Home Requirements

The minimum new building requirements include:

(1) 1,000 square feet or more
(2) 3 bedrooms and 1 bath minimum
(3) medium grade/architectural asphaltic shingle
(4) 1 car garage or larger
(5) 4' wood privacy fence or 4' chain-link fence and metal posts minimum
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Brick or fiber cement siding
(9) Meet or exceed current adopted residential building and energy code requirements

Neighborhood Empowerment Zones and Neighborhood Initiatives

The City has established two Neighborhood Empowerment Zones (NEZ) and a Neighborhood Initiatives area for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ and Initiatives areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City has partnered with First Financial Bank and Prosperity Bank to provide favorable financing terms for both the builder and the buyer. While there is no obligation to use these financial institutions to participate in the program, the City will not make an equity payment for interim financing to another financial institution.

II. Major Renovation

To be eligible to participate in the major renovation category of Rebuild ABI, an individual must meet the following criteria:

(1) be a member of the Big Country Home Builder's Association; and
(2) renovate an existing single-family home in target areas designated by the City of Abilene, or as otherwise approved by the City of Abilene; and

(3) purchase all building materials from a business located within the corporate boundaries of the City of Abilene; and
(4) all construction must meet all applicable building codes and current residential energy efficiency standards for new construction as determined by the building official; and
(5) the final buyer of the renovated home must sign an affidavit (Attachment D) that they intend to occupy the home for their own homestead for purposes of ad valorem taxation, and the selling price of the renovated home must be equal to or less than two hundred three thousand dollars ($203,000.00) and no cents.

In exchange for meeting the above criteria, the city is pleased to offer the following incentives:

(1) The city may provide an incentive payment equal to 10% of the final sales price of the affordable single-family dwelling to the seller payable at the time of closing to the buyer.

(2) In addition to the payment authorized above, the City of Abilene may provide the following incentives:
   a. waiver of city charged development related permit, platting, zoning, water, and sewer tap fees; and,
   b. city provided utility taps (if needed); and,
   c. city provided roll-off containers with two free tips; and,
   d. city provided sidewalks as may be required; and,
   e. demolition of existing structures as may be required.

For example, Mark wants to renovate an existing 1,100 square foot home in one of the City's designated target areas. Mark meets the program requirements, completes the renovations as required and sells the home to a buyer who intends to live in the home as their homestead.

In this example, upon final sale of the home to a buyer for $185,000, Joe stands to receive incentives totaling:

10% incentive payment -	$ 18,500 – Cash to builder at final settlement by City
Total Cash to Builder at closing -	$ 18,500
Waived Permits & Fees	$ 1,075 – Cost avoidance
New Sidewalk (50 LF)	$ 2,500 – Cost avoidance
20 yard open top with 2 tips	$ 1,200 – Cost avoidance
Total cash or cost avoidance	$ 23,275

Agreement Required

These incentives will be approved by the City Council through a Chapter 380 Economic Development Agreement. In the agreement, the City will commit to fund the incentives in exchange for the builder committing to renovate the existing home. The agreement will articulate all of the terms and conditions

necessary to receive the incentives. The agreement must be approved **before** construction may begin on the project. The model agreement is attached to this letter as Attachment B.

Minimum Home Requirements

The minimum major renovation requirements include, but are not limited to:

(1) Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
(2) Replacement of roofing system with a medium grade/architectural asphaltic shingle on house and any accessory building
(3) Replacement of all windows
(4) Brick or fiber cement siding
(5) 4' wood privacy fence or 4' chain-link fence with metal posts.
(6) Front and rear lawn sodded (alternative landscaping designs may be considered)
(7) Concrete driveway
(8) Meet or exceed current residential building and energy code requirements

Neighborhood Empowerment Zones

The City has established two Neighborhood Empowerment Zones (NEZ) for the redevelopment of the City's historic neighborhoods. These areas are the primary focus of the Rebuild ABI program. The NEZ areas are attached as Attachment C.

Lots North of South 27th Street

On a case-by-case basis as determined by the City Manager, the City of Abilene may allow the Rebuild ABI program to be accessed for a redevelopment project outside of the City's established Neighborhood Empowerment Zone (NEZ). A project located outside the NEZ must adhere to the same requirements as projects located within the NEZ.

Financial Institutions

The City's partner Financial Institutions are not financing major renovations at this time.

III. Now What?

Now that you've read the program, you likely have questions. This program is currently being administered in the Planning and Development Department. Tim Littlejohn, our Director of Planning and Development is ready and available to assist you with any questions.

Remember, you need to receive approval before you are eligible to receive funds. Use the appropriate Chapter 380 Agreement for your project (New Construction or Major Renovation) and submit the agreement to Planning and Development for review. Once the City Council approves your agreement, we will notify you in writing that you may safely proceed.

The City of Abilene looks forward to working with you as we Rebuild ABI!

Respectfully,

_____

Robert Hanna
City Manager

CITY OF ABILENE TEXAS

ATTACHMENT A – REBUILD ABI NEW CONSTRUTION AGREEMENT

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

_____.

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 202___ ("Effective Date"), by and between _____, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of _____, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means _____, its successors or assigns.

III. TERM

3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABU program.

b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

of the sales price of the home, and the home sales price shall not exceed a maximum price of $203,000.00.

c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more the following: (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally::

5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall construct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of _____ years following closing.

5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY,**

INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

AGREED:

DEVELOPER

_____
_____
_____

By: _____

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

_____ _____

City Manager City Secretary

APPROVED AS TO FORM:

_____

City Attorney

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 202___, by _____, in his or her capacity as _____ of _____.

_____
Notary Public in and for
the State of Texas

Exhibit "A" – Public and Private Improvements

Project:
See attachment – building plans and building permit submittal requirements.

CITY OF ABILENE TEXAS

ATTACHMENT B – REBUILD ABI MAJOR RENOVATION AGREEMENT

MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND

_____.

This Economic Development Agreement ("Agreement") is effective as of the ____ day of _____, 202___ ("Effective Date"), by and between _____, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of _____, in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution _____ and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the Rebuild ABI economic development program developed by the City to enhance and expand the City's commercial, economic and employment base to the long-term interest and benefit of the City and the State of Texas; and

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible "project" and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.

1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.02. **Developer** means _____, its successors or assigns.

III. TERM

3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) twelve months from the Effective Date (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:

a. Payable at the time of closing of the final buyer, a ten (10%) percent completion grant will be paid to the Developer and based on the sales price of the home, such grant being equal to ten (10%) percent of the amount of the sales price of the home, and the home sales shall price not exceed a maximum price of $203,000.00.

b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

(1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A – "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

5.01 The Developer shall be a member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.

5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A – "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.

5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.

5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of _____years following closing..

5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

7.01 If any party should default upon any terms or obligations with respect to this Agreement (**"Defaulting Party"**), the other party (**"Complaining Party"**) shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received (**"Cure Period"**), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLECT OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**

8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each

provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.

8.04 Developer shall not assign this Agreement without the express written consent of the City.

8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.

8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.

8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.

8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

_____
_____
_____

By: _____

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

_____ _____

City Manager City Secretary

APPROVED AS TO FORM:

_____

City Attorney

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 202___, by _____, in his or her capacity as _____ of _____.

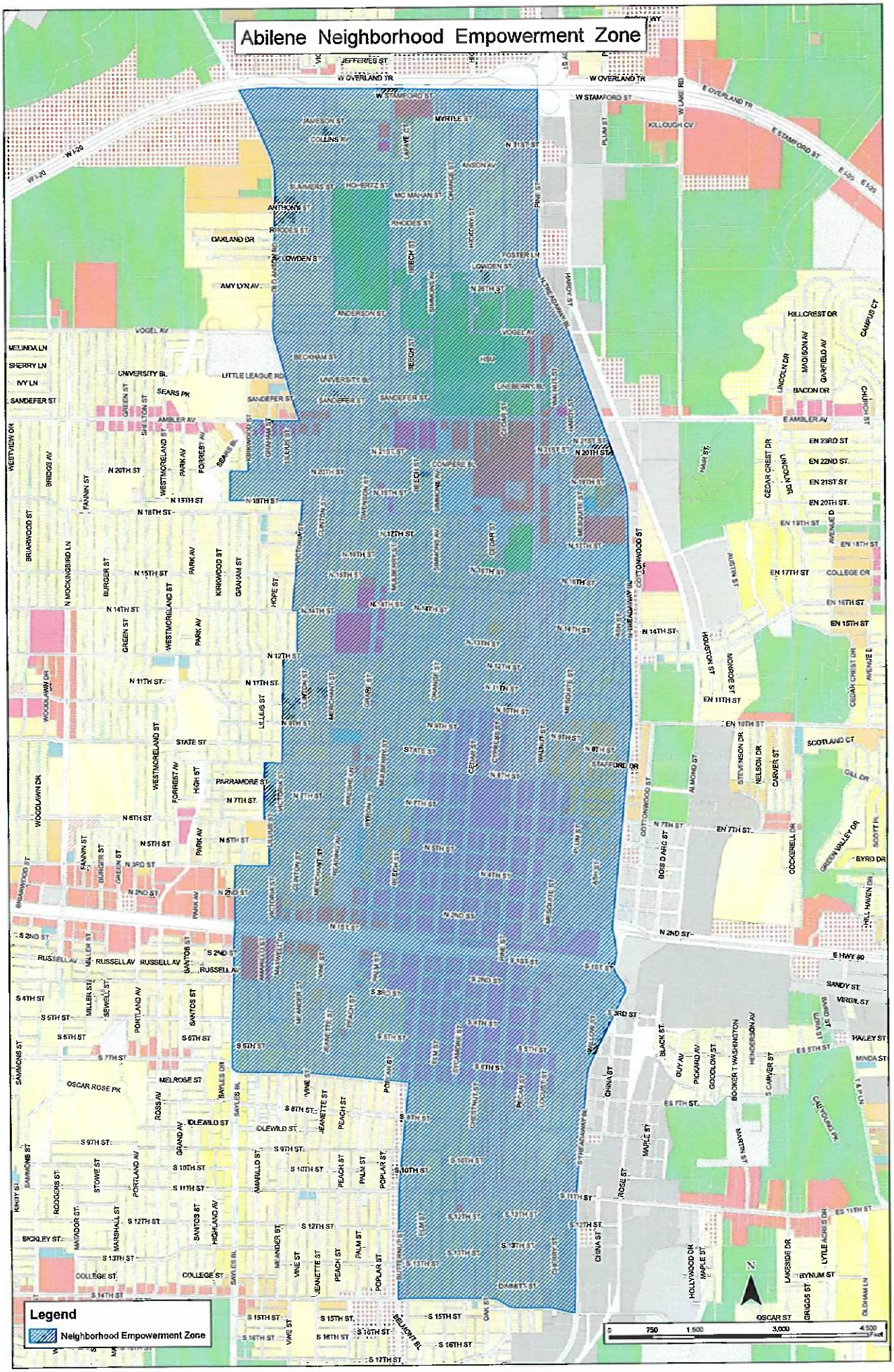
_____
Notary Public in and for
the State of Texas

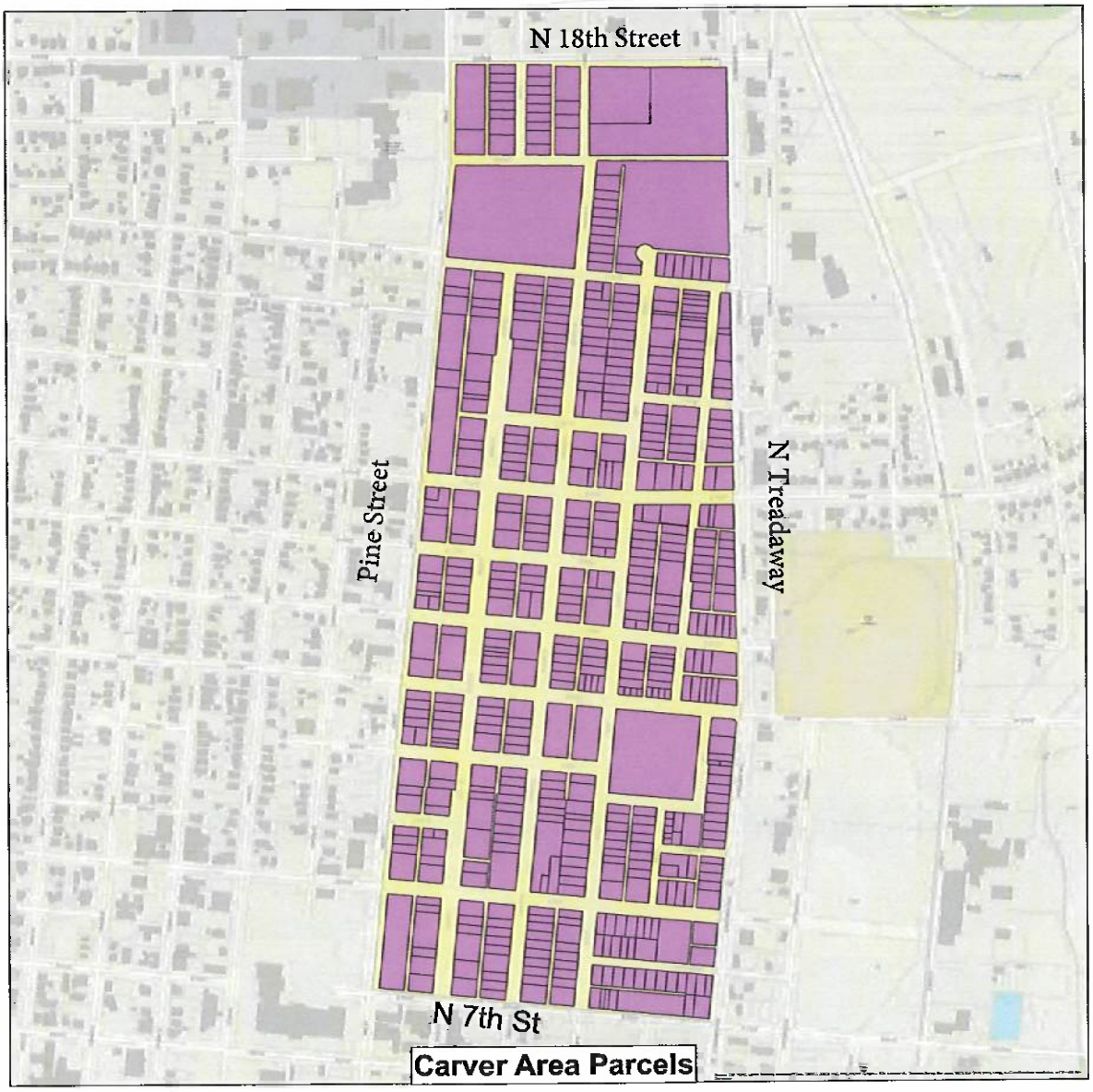
Exhibit "A" – Public and Private Improvements

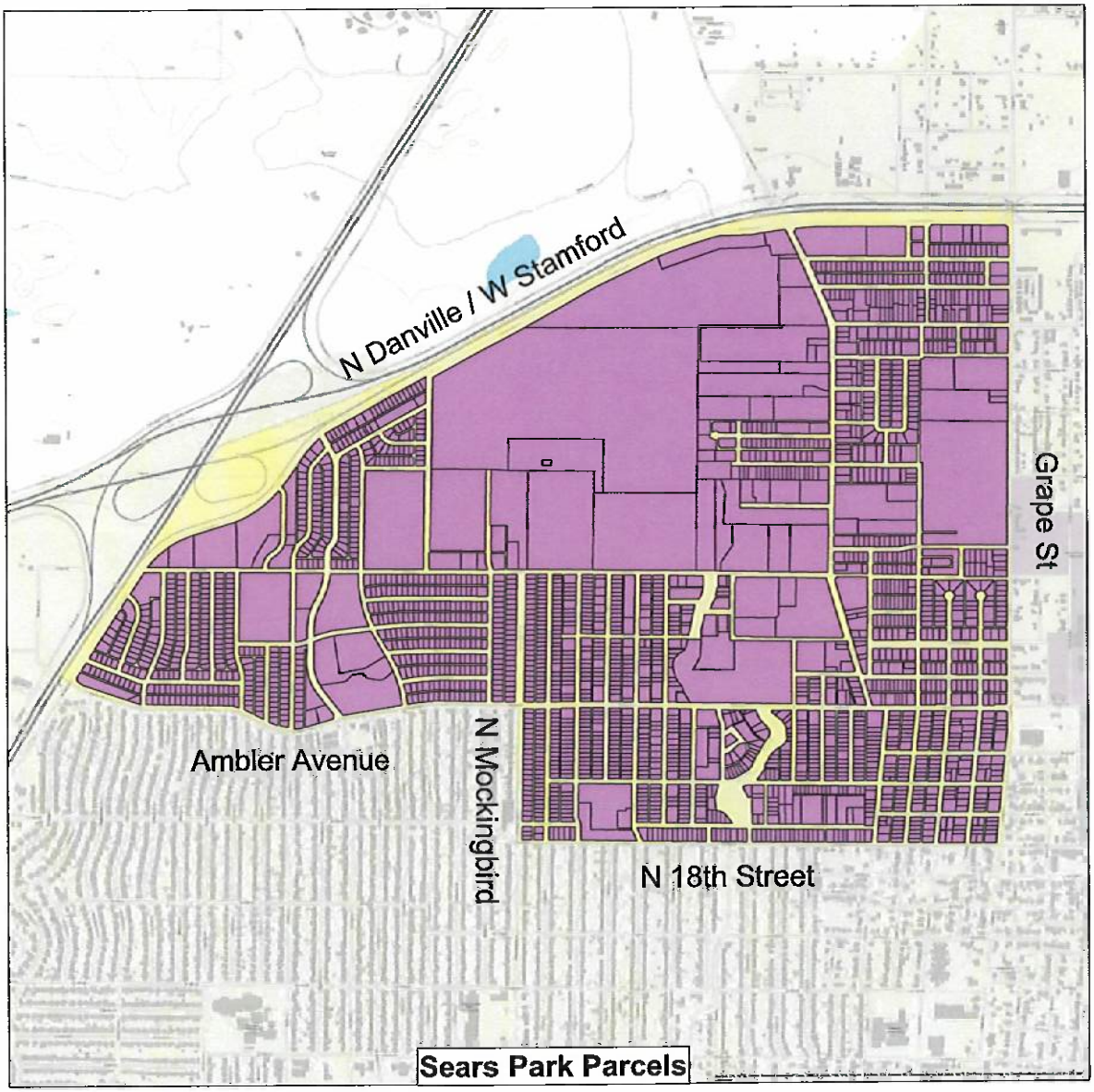
Project:
See attachment – building plans and building permit submittal requirements.

CITY OF ABILENE TEXAS

ATTACHMENT C – NEIGHBORHOOD EMPOWERMENT ZONES


Abilene Neighborhood Empowerment Zone
Legend
Neighborhood Empowerment Zone
N
0 750 1,500 3,000 4,500 Feet


N 18th Street
Pine Street
N Treadaway
N 7th St
Carver Area Parcels


N Danville / W Stamford
Grape St
Ambler Avenue
N Mockingbird
N 18th Street
Sears Park Parcels

CITY OF ABILENE TEXAS

ATTACHMENT D – REBUILD ABI HOMESTEAD AFFIDAVIT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICNES NUMBER.

BUYER'S HOMESTEAD AFFIDAVIT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned notary, personally appeared _____, who, being duly sworn, deposes and says as follows:

"My name is _____. I am a resident of _____, _____ County, Texas. I am of sound mind, over the age of 18 years, capable of making this affidavit, and have personal knowledge of the facts stated herein:

"I am purchasing the real property located at _____, Abilene, _____ County, Texas. I intend to occupy the property as my own homestead for purposes of ad valorem taxation."

_____
_____, Affiant

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20_____, by _____.

_____
NOTARY PUBLIC, STATE OF TEXAS

REBUILD ABI
Economic Development Program

October 12, 2023

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Robert Hanna, City Manager**

FROM: **Max Johnson, Director of Public Works**

SUBJECT: **24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Permit to Drill and/or Operate an Oil and/or Gas Well *(Max Johnson)***

GENERAL INFORMATION

Chapter 21, Oil and Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits. As part of the review process, the City Council is to conduct a public hearing and then approve or deny the permit.
Sojourner Drilling Corporation of Abilene, Texas has submitted an application to drill the "East Vogel Unit #1" well on property owned by Schkade Bros. Operating Company, located at 2482 Burger Street, south of the intersection of Burger Street and Vogel Avenue. This well is being drilled under the applicant's 8.85 acre "East Vogel Unit", comprised of multiple property and mineral interest owners as detailed within the supporting documentation for the permit application. The applicant is requesting a variance per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of existing residences, and the applicant has provided the required notarized written consent to the drill site location from the owners of those residences. The City of Abilene is a mineral and royalty interest owner in/under two small street and alley right-of-way strips which the City owns in fee within the 8.85 acre unit area, and which are covered under an Oil & Gas Lease with Sojourner Drilling Corporation.
This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed drill site have been notified of this application and of the City Council meeting to consider its approval, as required by City ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Because all prerequisites and requirements of Chapter 21, Oil and Gas, have been met, including no anticipated adverse effect on the health, safety, and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the City Manager to execute permit #889679 for Sojourner Drilling Corporation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Sojourner Resolution
2. Groundwater Protection Determination
3. 200' Variance Request Radius Consent and Waivers for Drilling Operations
4. Railroad Commission of Texas Permit to Drill
5. Exhibit 5 - Emergency Response Plan
6. Exhibit 1 - Surveys and Surveyor's Report
7. Exhibit 3 - Certificate of Liability Insurance
8. Exhibit 4 - Letter of Credit
9. Permit to Drill Oil or Gas Well 10-5-2023 final

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE OIL & GAS DRILLING PERMIT WITH SOJOURNER DRILLING CORPORATION

WHEREAS, Chapter 21, Oil & Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits; and

WHEREAS, Sojourner Drilling Corporation has submitted an application to drill the "East Vogel Unit Number 1" well; and

WHEREAS, Sojourner Drilling Corporation is requesting a variance per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of existing residences, and the applicant has provided the required notarized written consent to the drill site location from the owners of those residences; and

WHEREAS, this application has been reviewed and approved by City Staff and all owners of real property within 500 feet of the proposed drill site have been notified of this application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS

PART 1: That the City Manager is hereby authorized to execute the Oil & Gas Permit with Sojourner Drilling Corporation for "East Vogel Unit Number 1", Permit No. 889679.

PART 2: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 12th day of October, 2023.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Weldon Hurt, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

GROUNDWATER PROTECTION DETERMINATION

Form GW-2

RECEIVED

AUG 18 2023

Groundwater Advisory Unit

EXHIBIT 2

Date Issued:	11 April 2022	**GAU Number:**	340454

Attention:	RAILROAD COMMISSION OF P.O.DRAWER 12967-CENTRAL AUSTIN, TX 78711	**API Number:**	
		County:	BAYLOR
		Lease Name:	NCTAGPD
		Lease Number:	
Operator No.:	000015	**Well Number:**	1
		Total Vertical	10000
		Latitude:	33.600000
		Longitude:	-99.200000
		Datum:	NAD27

Purpose: New Production Well

Location: Survey-Any Survey On List; Abstract-A-0000

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to 20 feet beneath the base of Quaternary deposits, or 20 feet into the top of the Permian red beds, or to a depth of 100 feet, whichever is deepest, must be protected.

This recommendation is applicable for all wells drilled within any survey abstract on the North Central Texas Area Groundwater Protection Determination (NCTAPGD) List and includes all or parts of ARCHER, BAYLOR, CALLAHAN, FOARD, HASKELL, JONES, KNOX, SHACKELFORD, STEPHENS, TAYLOR, THROCKMORTON, WICHITA, WILBARGER, and YOUNG counties.

The NCTAGPD List can be found on the Commission's website and is subject to change.

Note: Unless stated otherwise, this recommendation is intended to apply to all wells drilled within 200 feet of the subject well. Unless stated otherwise, this recommendation is for normal drilling, production, and plugging operations only.

This determination is based on information provided when the application was submitted on 04/08/2022. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or gau@rrc.texas.gov.

Groundwater Advisory Unit, Oil and Gas Division

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 30 **day of April, 2022.**

Lessor: **RONALD HARMON,** 2910 Button Willow Parkway, Abilene, Texas, 79604

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 29 & 30, Block 4, Woodland (Save and Except the East five (5) feet previously deeded to the City of Abilene), also known as 2497 Fannin Street, of the City of Abilene. Taylor CAD # 42011,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

RONALD HARMON

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 18 day of ~~April~~ MAY, 2022, by Ronald Harmon.

Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 20 day of April, 2022.

Lessor: **JUAN AND IRENE B MOLINA,** 2481 Fannin Street, Abilene, Texas, 79603

_____, **Address:** 2481 & 2489 Fannin St.

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 27 & 28, Block 4, Woodland Addition, also known as 2481 & 2489 Fannin Street, of the City of Abilene, Taylor CAD # 41760 & 41882,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Juan Molina
JUAN MOLINA

Irene B Molina
IRENE B MOLINA

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 20 day of April, 2022, by Juan and Irene B Molina.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 2 day of September, 2022.

Lessor: **LORI ANN GRISSOM,** 2473 Fannin Street, Abilene, Texas, 79603-2666

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 26, Block 4, Woodland Addition to the City of Abilene, Taylor County, Texas; also known as 2473 Fannin Street, Taylor CAD No. 41640,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Lori Ann Grissom

LORI ANN GRISSOM

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 2 day of September, 2022, by Lori Ann Grissom.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 30 **day of June, 2022.**

Lessor: **AUDELIA ESCOBAR,** 2465 Fannin Street, Abilene, Texas, 79603

_____, **Address:** _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 25, Block 4, Woodland Addition, also known as 2465 Fannin Street, of the City of Abilene Taylor CAD # 41514,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but June be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver June be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver June be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Audelia Escobar
AUDELIA ESCOBAR

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 30 day of June, 2022, by Audelia Escobar.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 13 day of February, 2023.

Lessor: **SUSAN ACUNA,** 2226 State Street, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** PO Box 3234, Abilene, Texas 79604

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Block 4, Lot 24, Woodland Addition, also known as 2457 Fannin Street of the City of Abilene, Taylor CAD # 41381,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

SUSAN ACUNA

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 13 day of February, 2023, by Susan Acuna.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 5 **day of** ~~April~~ MAY **, 2022.**

Lessor: **DORA GONZALES,** 2449 Fannin Street, Abilene, Texas, 79603

_____, **Address:** _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 23, Block 4, Woodland Addition, also known as 2449 Fannin Street, of the City of Abilene Taylor CAD # 41263,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Dora Gonzales
DORA GONZALES

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 5 day of ~~April~~ MAY, 2022, by Dora Gonzales.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 7 day of June, 2022.

Lessor: **RAYMOND RODRIGUEZ AND ROSA RODRIGUEZ,** 2442 Burger Street, Abilene, Texas, 79603

_____, **Address:** _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 7 & 8 and 9 Block 13, Sears Park Addition, also known as 2442 & 2426 Burger Street, of the City of Abilene, Taylor CAD # 69598 & 69738,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

- Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

_____
RAYMOND RODRIGUEZ

_____
ROSA RODRIGUEZ

-

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 7 day of June, 2022, by Raymond Rodriguez and Rosa Rodriguez.

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 28 day of June, 2022.

Lessor: **IRENE L. RODRIGUEZ ,** 190 Laurel Creek Dr, Pipe Creek, Texas 78063

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 19 & 21, Block 12, Sears Park Addition, also known as 2433 & 2449 Burger Street, of the City of Abilene Taylor CAD # 67757 & 68014,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Irene L. Rodriguez
IRENE L. RODRIGUEZ

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 28 day of June, 2022, by Irene L. Rodriguez .

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

Elma Bernal
Notary Public, State of Texas

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 6 day of June, 2022.

Lessor: **ROMELIA ESPARZA,** 2441 Fannin Street, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 22 less E 5FT, Block 4, Woodland Addition, also known as 2441 Fannin Street, of the City of Abilene Taylor CAD # 41115,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Romelia Esparza

ROMELIA ESPARZA

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 6 day of June, 2022, by Romelia Esparza.

Elma Bernal

Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 21 day of ~~April,~~ July 2022. (YB)

Lessor: **LORENA HERNANDEZ GOMEZ AND JOSUE GOMEZ,** 2417 Fannin Street, Abilene, Texas, 79603

_____, **Address:** _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 19, Block 4, Woodland Addition, also known as 2417 Fannin Street, of the City of Abilene, Taylor CAD # 40744,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Lorena Gomez
LORENA HERNANDEZ GOMEZ

Josue Gomez
JOSUE GOMEZ

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this ____ day of April, 2022, by Lorena Hernandez Gomez and Josue Gomez.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 6 **day of** ~~**January**~~ February, **2023.**

Lessor: **Juan Johnny Rodriguez, AKA-(Johnny A. Rodriquez, Juan Rodriguez, Johnny Rodriquez) & Dorotea Rodriguez, 3210 Melinda Ln.**, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** P.O BOX 3243, Abilene, Texas 79601.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 10, 11, 12, 13, & 14, Block 13, Sears Park Addition, also known as 2402, 2418, 2430, & 2434 Burger Street, of the City of Abilene Taylor CAD # 70224, 70101, 69986, & 69869,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Juan Johnny Rodriguez
Juan Johnny Rodriguez

Dorotea Rodriguez
Dorotea Rodriguez

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 6 day of ~~January~~ February, 2023, by Juan Johnny Rodriguez and Dorotea Rodriguez.

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

Elma Bernal
Notary Public, State of Texas

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 6 **day of ~~June~~** July mv **, 2022.**

Lessor: **TERESA COWAN ,** 1612 Arbuckle Dr, Justin, Texas 76247

_____, Address: _____

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 20, Block 12, Sears Park Addition, also known as 2441 Burger Street, of the City of Abilene Taylor CAD # 67882,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Teresa Cowan
TERESA COWAN

STATE OF TEXAS
COUNTY OF Denton

This instrument was acknowledged before me on this 6 day of ~~June,~~ July mv T.C. 2022, by Teresa Cowan .

Notary Public, State of Texas

MELISA AGNES VANNALOM
Notary ID #132498322
My Commission Expires
May 28, 2024

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 31 day of January, 2023.

Lessor: **Daniel Rodriguez and Rebecca Rodriguez,** 2417 Burger Street, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** P.O BOX 3234, Abilene, Texas 79601.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 17 & 18 Block 12, Sears Park Addition, also known as 2417 & 2425 Burger Street, of the City of Abilene, Taylor CAD # 67521 & 67645,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

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IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Daniel Rodriguez

Rebecca Rodriguez

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 31 day of January, 2023, by Daniel Rodriguez and Rebecca Rodriguez.

Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

6/12

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 31 day of January, 2023.

Lessor: **JOSE RODRIGUEZ,** 2405 Burger St., Abilene, TX. 79603

Lessee: **Sojourner Drilling Corporation,** P.O BOX 3234, Abilene, Texas 79601.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 16, Block 12, Sears Park Addition, also known as 2405 Burger Street, of the City of Abilene,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

JOSE RODRIGUEZ

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 31 day of January, 2023, by Jose Rodriguez.

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

Notary Public, State of Texas

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 7 **day of** ~~May~~ June**, 2023**

Lessor: **Creselia C. Parrish,** 3817 Hyde Park, Midlothian, TX 70765

Lessee: **Sojourner Drilling Corporation,** P.O. Box 3234, Abilene, TX 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot No. 15, Block No. 12, Sears Park Addition, also known as 2401 Green (Street Address), of the city of Abilene, Texas,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Creselia C. Parrish

CRESELIA C. PARRISH

STATE OF TEXAS
COUNTY OF ELLIS

This instrument was acknowledged before me on this 7 day of ~~May~~ June, 2023, by Creselia C. Parrish.

Danielle Kunze
Notary Public, State of Texas

DANIELLE KUNZE
Notary Public, State of Texas
NOTARY ID # 13132406-6
My Commission Exp 11-29-2025

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 20 day of April, 2022.

Lessor: **ANNABEL RANGEL,** 2410 Green Street, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lots 12 & 13, Block 12, Sears Park Addition, also known as 2410 Green Street, of the City of Abilene Taylor CAD # 66882,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Annabel Rangel

ANNABEL RANGEL

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 20 day of April, 2022, by ANNABEL RANGEL

Elma Bernal

Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 15th day of February, 2023.

Lessor: **Gary Lee Corpian and Marilu Corpian,** 70 Castle Dr, Abilene, Texas 79604

Lessee: **Sojourner Drilling Corporation,** P.O BOX 3234, Abilene, Texas 79601.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Block No. 12, Lot No. 14, Sears Park Addition, also known as 2402 Green (Street Address), of the City of Abilene, Taylor CAD # 67128,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

- Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

Gary Lee Corpian
Gary Lee Corpian

Marilu Corpian
Marilu Corpian

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 15 day of February, 2023, by Gary Lee Corpian and Marilu Corpian.

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

Elma Bernal
Notary Public, State of Texas

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS RECORDED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 2 day of June, 2022.

Lessor: **ALBERTO AND MARIA Y. RIVERO,** 2433 Green Street, Abilene, Texas, 79603

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 19, Block 11, Sears Park Addition, also known as 2433 Green Street, of the City of Abilene Taylor CAD # 64667,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

This Consent and Waiver may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively, one instrument. It is not necessary that each of the undersigned execute the same counterpart so long as indentical counterparts are executed by each of the undersigned.

IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR (S)

Alberto Rivero
ALBERTO RIVERO

Maria Rivero
MARIA Y. RIVERO

STATE OF TEXAS
COUNTY OF TAYLOR

This instrument was acknowledged before me on this 2 day of June, 2022, by Alberto and Maria Y. Rivero.

Elma Bernal
Notary Public, State of Texas

ELMA BERNAL
My Notary ID # 5626977
Expires August 3, 2023

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

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CONSENT AND WAIVER TO DRILLING OPERATIONS

STATE OF TEXAS
COUNTY OF TAYLOR

Effective Date: 15 **day of August, 2022.**

Lessor: **Arturo Julian & Julia A Chavarria,** 124 15th Ave N, Nampa, ID 83687

Lessee: **Sojourner Drilling Corporation,** 810 Anson Avenue, Abilene, Texas 79604.

Lessor (whether one or more) hereby states, declares and gives notice that in and for good and valuable consideration therein described the receipt and sufficiency of which are hereby acknowledged, each of them has executed, acknowledged and delivered unto Lessee an Oil, Gas and Mineral Lease dated as of the Effective Date; granting Lessee the rights therein set forth in and to the lands described as **Lot 17, Block 11, Sears Park Addition, also known as 2417 Green Steet of the City of Abilene, Taylor CAD # 64407,** subject to the terms and conditions therein set forth. Such Lease contains among other provisions the following consent and waiver with respect to the drilling of wellbores on or near the leased premises.

> Lessor hereby consents to and waives any and all rights to object or protest the drilling by Lessee and its affiliates, successors and assigns of any wellbore regardless of how close the same is located to the leased premises or any building or structure thereon, provided no wellbore shall be drilled on (but may be drilled under) any lot covered by the leased premises upon which there is now located a house or drilled within 50 feet of any such house whether such wellbore is on the leased premises or other lands.

Lessor acknowledges and agrees that in and for said consideration this Consent and Waiver may be filed with any governmental body having jurisdiction over the drilling of wellbores on or near the leased premises as proof of Lessor's consent to the location of any wellbore complying with the terms and provisions set forth above and the waiver of Lessor's rights to object to and/or protest the location of such wellbore under any applicable rule, regulation, ordinance or statute or at any meeting, hearing or other public forum, particularly with respect to any wellbore located within 200 feet of any building located on the leased premises or within 500 feet of the leased premises.

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IN WITNESS WHEREOF, this Consent and Waiver is executed by each of the undersigned Lessor on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Effective Date.

LESSOR

ARTURO JULIAN CHAVARRIA

JULIA A CHAVARRIA

STATE OF ~~TEXAS~~ Idaho
COUNTY OF ~~TAYLOR~~ Canyon

This instrument was acknowledged before me on this 24 day of August, 2022, by Arturo Julian & Julia A Chavarria.

Notary Public, State of ~~Texas~~ Idaho

JOSHUA J YOUNG
Notary Public
State of Idaho
Commission No. 20210507

AFTER RECORDING, RETURN TO: Sojourner Drilling Corp., P.O. Box 3234, Abilene, TX 79604

EXHIBIT 2

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER	DATE PERMIT ISSUED OR AMENDED	DISTRICT
889679	Apr 14, 2023	* 7B
API NUMBER	FORM W-1 RECEIVED	COUNTY
42-441-34686	Apr 10, 2023	TAYLOR
TYPE OF OPERATION	WELLBORE PROFILE(S)	ACRES
NEW DRILL	Vertical	8.85

OPERATOR 800750

SOJOURNER DRILLING CORPORATION

BOX 3234
ABILENE, TX 79604-0000

NOTICE
This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored.
District Office Telephone No:
(325) 677-3545

LEASE NAME	WELL NUMBER
EAST VOGEL UNIT	1
LOCATION	TOTAL DEPTH
0 miles Within direction from ABILENE	2000

Section, Block and/or Survey

SECTION 86 BLOCK ABSTRACT 230

SURVEY SHIPMAN, J R

DISTANCE TO SURVEY LINES	DISTANCE TO NEAREST LEASE LINE
255 ft. NORTH 3125 ft. EAST	ft.
DISTANCE TO LEASE LINES	DISTANCE TO NEAREST WELL ON LEASE
255 ft. NORTH 289 ft. EAST	See FIELD(s) Below

FIELD(s) and LIMITATIONS:

* SEE FIELD DISTRICT FOR REPORTING PURPOSES *

FIELD NAME / LEASE NAME	ACRES / NEAREST LEASE	DEPTH	WELL # / NEAREST WE	DIST
BINGO (SADDLE CREEK)	8.85	1,900	1	7B
EAST VOGEL UNIT			0	

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.

This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.

The groundwater determination is known in this area please use the existing determination letter GAU# 176782. There is no requirement to order a determination within these designated abstracts and no refunds will be given should you choose to place an order.

EXHIBIT 5

Sojourner Drilling Corporation

Emergency Response Plan

EAST VOGEL UNIT #1

Abilene, Taylor County, Texas

EMERGENCY PHONE NUMBERS

OWNERS:	William Sojourner 325-829-6303 Clint Sojourner 325-668-3381
FIELD SUPERVISORS:	Britt Tidmore 325-201-7798 Randy Davis 254-433-0607
PUMPER:	Steven Hendley 806-781-9388
FIRE DEPARTMENT:	325-676-6694
POLICE:	325-673-8331
RRC DISTRICT 7B:	325-677-3545
LOCAL LEPC:	325-338-6441

In the event of a pressure kick or blowout:

- Blowout preventer (Dorland bladder type, capable of closing on any diameter pipe. Pressure tested on every well to 500#) will be closed by rig personnel.
- Drilling mud weight will be increased to "kill" well.

In the event of fire: (If Sojourner rep is present)

- Fire Dept will be called by rep on location

In the event of fire: (No Sojourner rep on location)

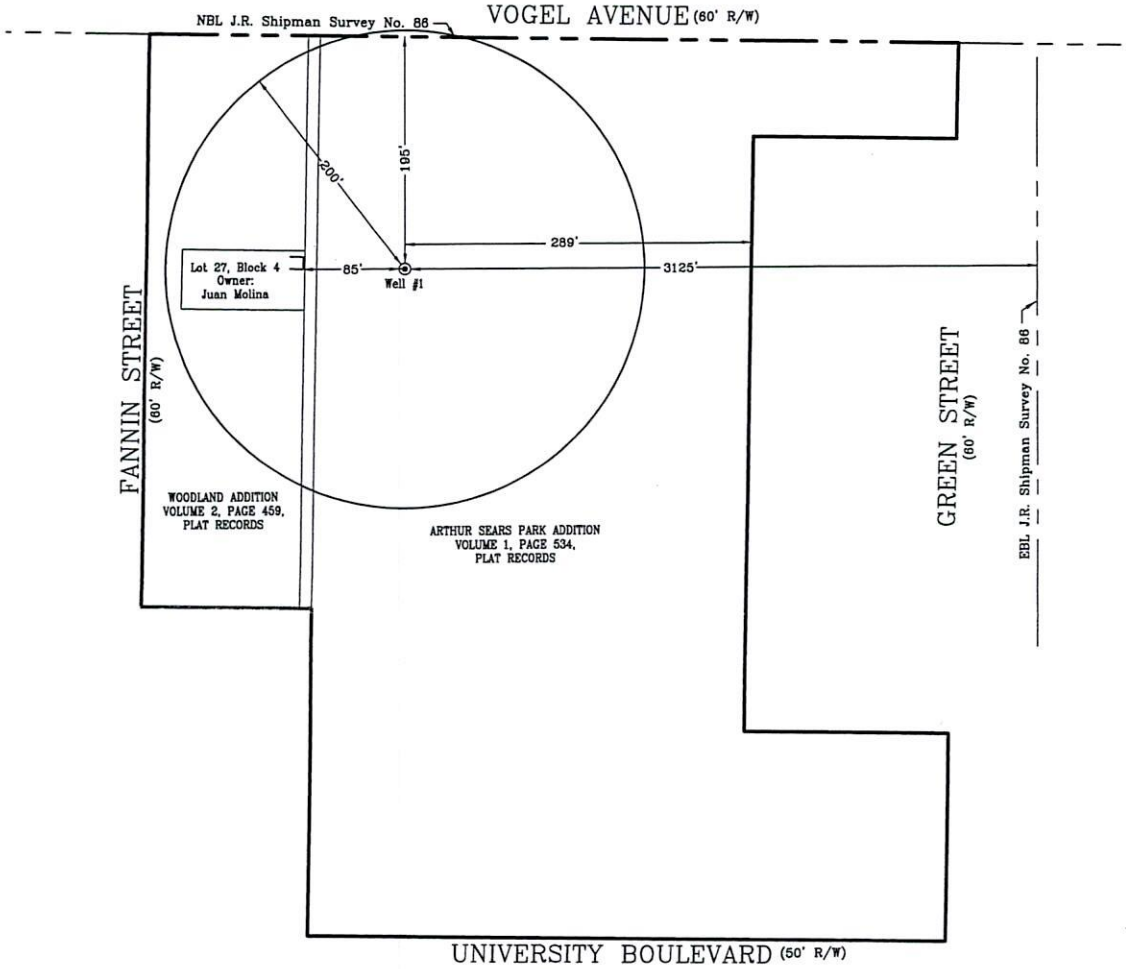
- Rig Personnel to called Fire Dept.

Fire, Police and RRC numbers will be posted on Drilling Rig for quick reference.

RECEIVED
AUG 1 8 2023

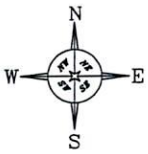
EXHIBIT 1

J.R. Shipman Survey No. 86 A-230



CLOSEST STRUCTURE
THE CLOSEST STRUCTURE TO THE WELL LOCATION IS AN ATTACHED CARPORT LOCATED 85 FEET WEST OF THE WELL LOCATION. THIS HOUSE HAS AN ADDRESS OF 2481 FANNIN STREET

0 100 200
SCALE IN FEET
Scale: 1"= 100'



8.85 ACRES
SOJOURNER DRILLING
CITY OF ABILENE UNIT

I certify this plat to be true and correct to the best of my Knowledge. Date:

Operator: Sojourner Drilling Corp.

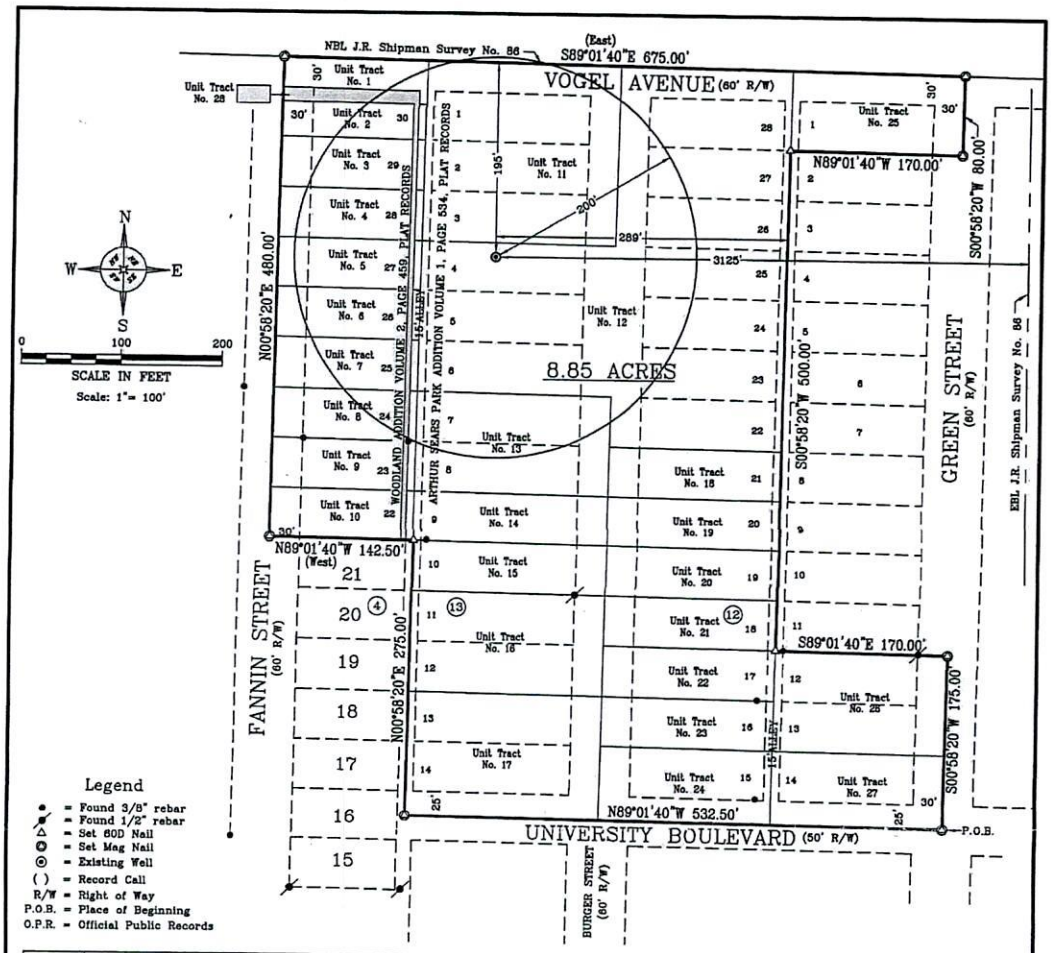
Lease Name: East Vogel Unit / Well 1

Nearest Town in County: In City of Abilene, Taylor County, Texas

Location: Z:\Wells\SojournerDrilling\East Vogel Unit

RECEIVED
AUG 1 8 2023

EXHIBIT 1



Unit Tract No.	Square Footage / Acreage Inside Unit Tract Area	Taylor County Property I.D. No.	Owner – Per Taylor County Tax Appraisal Office
1	6720 / 0.15 Ac.	42252	City of Abilene
2	4950 / 0.11 Ac.	42133	Success Investments Inc.
3	6875 / 0.15 Ac.	42011	Bobby & Caitlin Wickliffe
4	6875 / 0.15 Ac.	41882	John & Irene Molina
5	6875 / 0.15 Ac.	41760	Juan Molina
6	6875 / 0.15 Ac.	41640	Lori Ann Grissom
7	6875 / 0.15 Ac.	41514	Alex & Delia Escobar
8	6875 / 0.15 Ac.	41381	Susan Acuna
9	6875 / 0.15 Ac.	41263	Dora Gonzalez
10	6875 / 0.15 Ac.	41115	Callentana Esparza
11	34650 / 0.80 Ac.	68973, 69085	Oscar Schkade
12	93,462 / 2.15 Ac.	69212, 69334 69465, 69334 68859, 68747 68629, 68511 68392, 68273 68146	Schkade Bros. Operating Co.
13	19250 / 0.44 Ac.	69598	Raymond Rodriquez
14	9611 / 0.22	69738	Raymond & Rosa Rodriquez
15	9611 / 0.22	69869	Juan Rodriguez
16	19250 / 0.44 Ac.	69988, 70101	Johnny A. Rodriguez
17	24,056 / 0.55 Ac.	70224	Juan Johnny Rodriguez
18	6501 / 0.20 Ac.	68014	Irene Lopez
19	6501 / 0.20 Ac.	67882	Lupe Gonzales
20	6501 / 0.20 Ac.	67757	Irene L. Lopez
21	6501 / 0.20 Ac.	67645	Daniel & Rebecca Rodriguez
22	6501 / 0.20 Ac.	67521	Rebecca & Daniel Rodriguez
23	6501 / 0.20 Ac.	67392	Jose Rodriguez
24	12750 / 0.29 Ac.	67269	Cortinaz V Life Est.
25	13,577 / 0.31 Ac.	65919	Schkade Bros. Operating Co.
26	16,989 / 0.39 Ac.	66882	Ana Aguilar Rangel
27	12,743 / 0.29 Ac.	67128	Marissa Quevedo
28	4070 / 0.09 Ac.	2023-01020 O.P.R.	City of Abilene

EAST VOGEL UNIT / WELL 1

195' FNL & 289' FEL of Lease

195' FNL & 3125' FEL of J.R. Shipman Survey No. 86, City of Abilene, Taylor County, Texas.

N.(X)=6859241.48 NAD 83
Latitude: 32.4782324861

E.(Y)=1581196.20 NAD 83
Longitude: -99.7559912789

Elevation 1691.36' NAD-27

Located Entirely Inside the City of Abilene

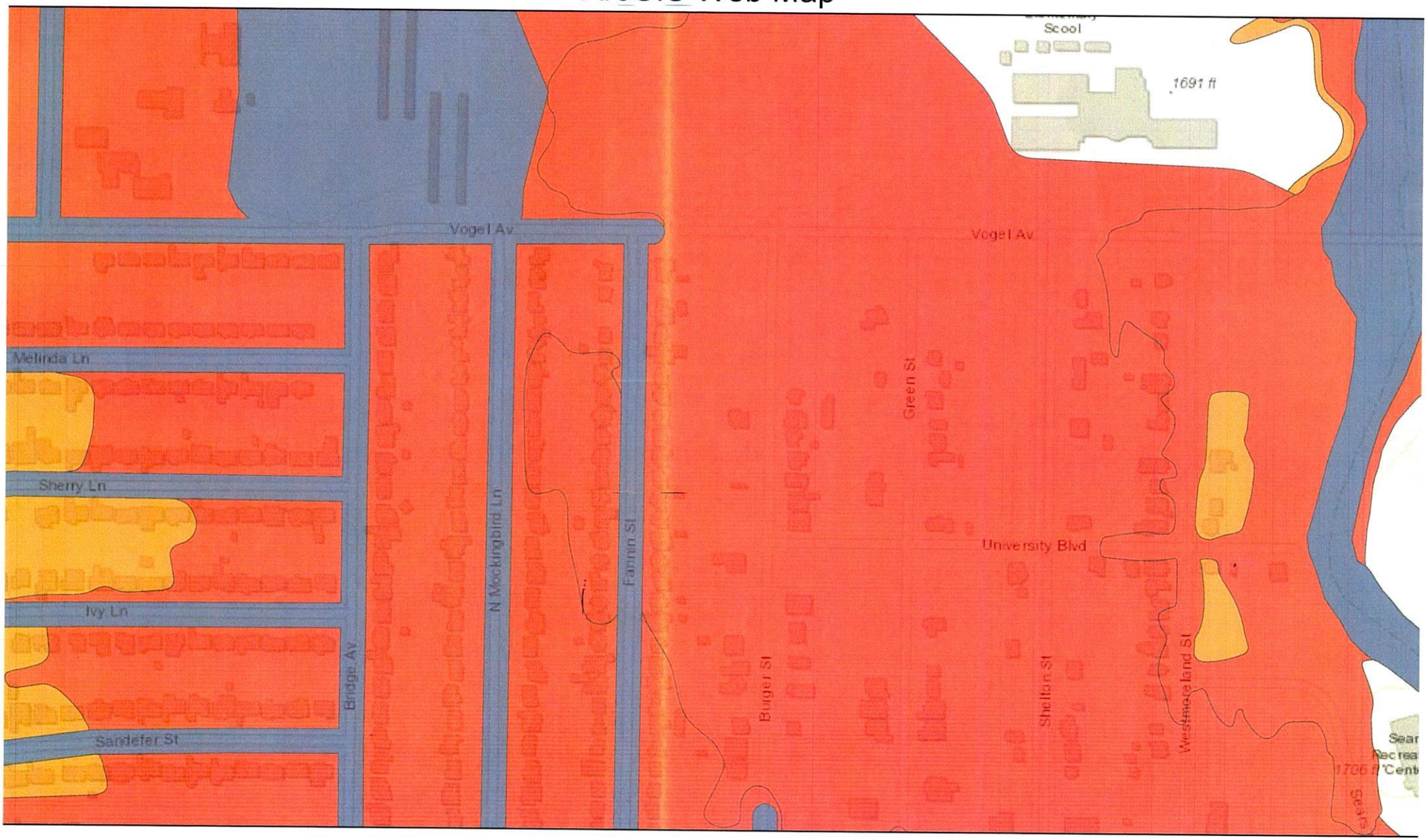
STATE OF TEXAS REGISTERED JAMES L. WILLIAMS, JR. 4985 PROFESSIONAL LAND SURVEYOR

I certify this plat to be true and correct to the best of my Knowledge. Date: 8-3-23

Operator: Sojourner Drilling Corp.
Lease Name: East Vogel Unit / Well 1
Nearest Town in County: In City of Abilene, Taylor County, Texas

Location: Z:\Falls\SojournerDrilling\East Vogel Unit

ArcGIS Web Map



3/3/2022, 12:41:38 PM

FEMA Flood Zones

100 Year 1%

100 Year 1%

500 Year .2%

Floodway

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Abilene, Taylor County , Texas Parks & Wildlife, Esri, HERE, Garmin GeoTechnologies, Inc., USGS, EPA, USDA

ArcGIS Web AppBuilder

City of Abilene, Taylor County , Texas Parks & Wildlife, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA

GEOTEX PROPERTY SOLUTIONS, LLC
4701 S 3rd Street
Abilene, Texas 79605
325-677-6712
info@geotexsolutions.com
Firm Registration No. 10194134

June 21, 2023

SURVEYOR'S REPORT

To Sojourner Drilling Corporation,

In regards to the 8.85 acre parcel tract that our company surveyed for you recently out of Block 4, Woodland Addition and Blocks 12 and 13, Arthur Sears Park Addition, City of Abilene, Taylor County, Texas, please consider the following:

According to the FEMA FIRM 48441C0207F, the entire 8.85 acres lies within Flood Zone AO (one foot depth), except for a portion of Fannin Street and a smaller portion of Vogel Avenue, which is situated within the designated Floodway according to said map.

If you require further assistance in this regard or have questions please contact our office at (325) 677-6712.

Truly,
James L. Williams, Jr.

Flood Zone AO (One foot depth) according to FEMA map 48441C0207F (1/6/2012)

James L. Williams, Jr.
RPLS #4885

STATE OF TEXAS
REGISTERED
JAMES L. WILLIAMS, JR.
4885
PROFESSIONAL
LAND SURVEYOR

EXHIBIT 3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McAnally Wilkins Inc.
PO Box 60810
Midland TX 79711

License#: 15714884

CONTACT NAME: Casey Simmons
PHONE (A/C, No. Ext): 432-685-9300 **FAX (A/C, No):**
E-MAIL ADDRESS: Cassandra@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Co	38911
INSURER B : Berkley Regional Insurance Co	29580
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Aspen Specialty Insurance Co	10717
INSURER E : XL Specialty	
INSURER F :	

INSURED SOJODRI-01
Sojourner Drilling Corporation
810 Anson Ave
Abilene TX 79601

COVERAGES **CERTIFICATE NUMBER:** 1482197887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EGL004630611	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X S&A Pollution						MED EXP (Any one person)	$ 5,000
	X UGRE						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			ECA 3163204-11	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Pollution / X MCS90							$
A	X UMBRELLA LIAB X OCCUR			EUL004630711	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001070613	10/1/2022	10/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Environmental Legal Liab			ER00NTW22	10/1/2022	10/1/2023	Poll Limit	$1,000,000
E	Inland Marine			UM00122598MA22A	10/1/2022	10/1/2023	Rented/Leased Equip Motor Truck Cargo	$350,000/$650,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability and Auto policies includes a special endorsement that contains "primary & non-contributory" wording. The Umbrella/Excess Liability follows form of the General Liability, Auto Liability and Employers Liability, pursuant to the terms, conditions and exclusions of the policies. The Workers' Compensation includes an alternate employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
30 days notice of cancellation (or coverage change) will be furnished to the certificate holder except 10 day notice for non-payment when required by written contract

CERTIFICATE HOLDER

City of Abilene
Attn: Land Dept.
555 Walnut
Abilene TX 79601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT 4

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2874

Date: April 28, 2023
Expiration Date: April 28, 2024 **Up to Aggregate Amount of**: $10,000.00

For Account of:
Sojourner Drilling Corporation
810 Anson Ave.
Abilene, TX 79601

Railroad Commission Number: Permit #889679
Well Number: 1
Lease Name: East Vogel Unit

To Beneficiary:
City of Abilene, Texas
555 Walnut Street
Abilene, Texas 79601

Gentlemen:

Prosperity Bank hereby establishes our Irrevocable Standby Letter of Credit in your favor as Beneficiary in the amount of $10,000.00 which is available by negotiation of your sight draft drawn on us on or before the Expiration Date and marked "Drawn under Prosperity Bank Irrevocable Standby Letter of Credit No. 2874," accompanied by this original Letter of Credit and a statement in the form attached as Exhibit A, signed by an authorized representative of the City of Abilene, Texas stating that:

Sojourner Drilling Corporation failed to:

(1) Comply with the terms and conditions of the Lease Agreement and/or Chapter 21 of the Abilene Municipal Code, in the drilling and operation of an oil and gas well;

(2) Promptly pay all fines, penalties and other assessments imposed upon operator by reason of breach of any of the terms, provisions and conditions of the Lease Agreement and/or Chapter 21 of the Abilene Municipal Code; or

(3) Promptly restore the streets and sidewalks, and other public property of the City, which may be disturbed or damaged in the drilling and operations of a well, to their former condition; and following cessation of drilling activities, or production, whichever occurs last, plug the oil or gas well in accordance with Texas Railroad Commission requirements, and promptly clear all premises of all litter, trash, waste, and other substance used, allowed, or occurring in the drilling or producing operations, and, after abandonment, grade, level, and

restore such property to the same surface condition, as nearly as possible, as existed when operations for the drilling of the well were first commenced.

We hereby engage with you that drafts drawn in conformity with the terms of this Credit will be duly honored within three business days of presentation to Prosperity Bank Letter of Credit Department located at 4631 NW 23rd St, Oklahoma City, OK 73127 on or before the Expiration Date. The amount of each draft must be endorsed on the reverse side of this Credit by Issuer.

This Letter of Credit sets forth in full Prosperity Bank's undertaking of this Letter of Credit as a separate transaction from any contract on which it may be based, and the Issuer is in no way concerned or bound by any such contract, even if reference to such contract is included in the Letter of Credit.

Except as stated herein, this undertaking is not subject to any condition or qualification. Our obligation under this Letter of Credit shall be our individual obligation, in no way contingent upon reimbursement with respect thereto.

This Letter of Credit is subject to the International Standby Practices 1998 (ISP98), Publication No. 590, and as to matters not governed by ISP98, shall be governed by Title 1 of the Texas Business and Commerce Code (Uniform Commercial Code), as in effect from time to time (the "Texas UCC"). To the extent the ISP98 and the Texas UCC conflict, the ISP98 shall control for such provision.

Very truly yours,

PROSPERITY BANK

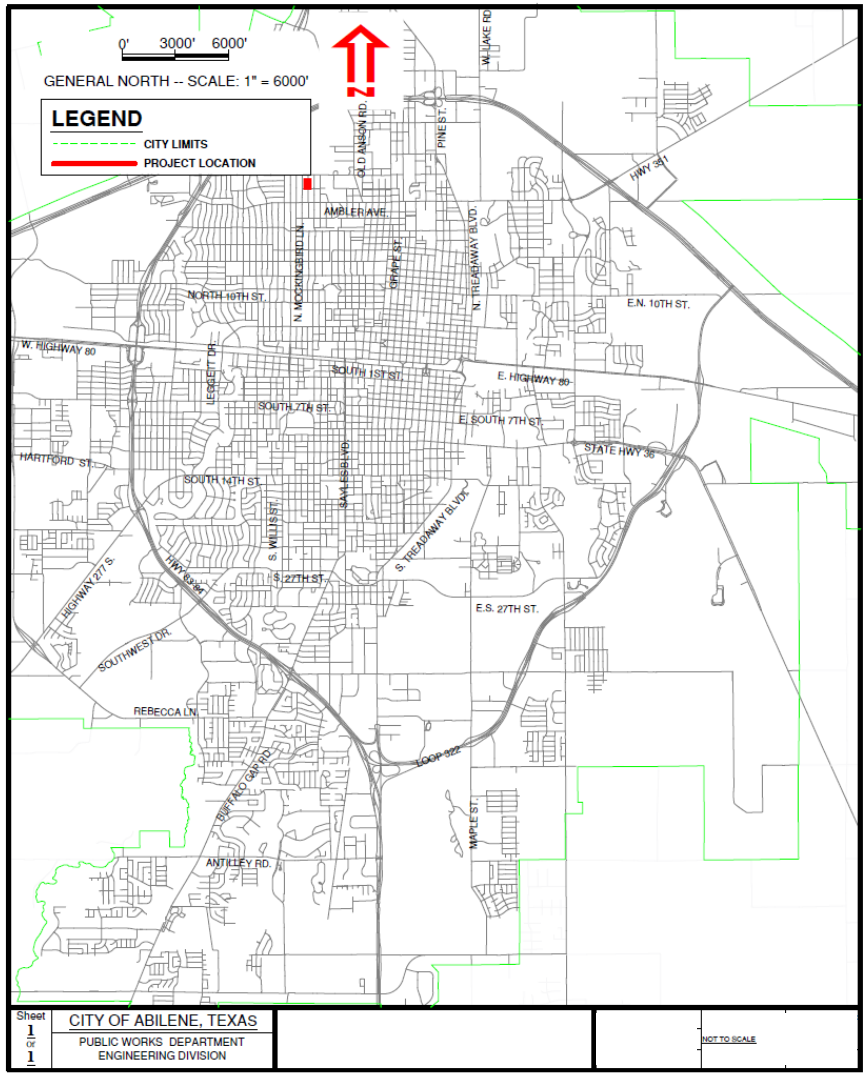
By: Jarrod Hobson
Title: Vice President

Approval of Permit to Drill and Operate an Oil or Gas Well – 2482 Burger Street

(Max Johnson)

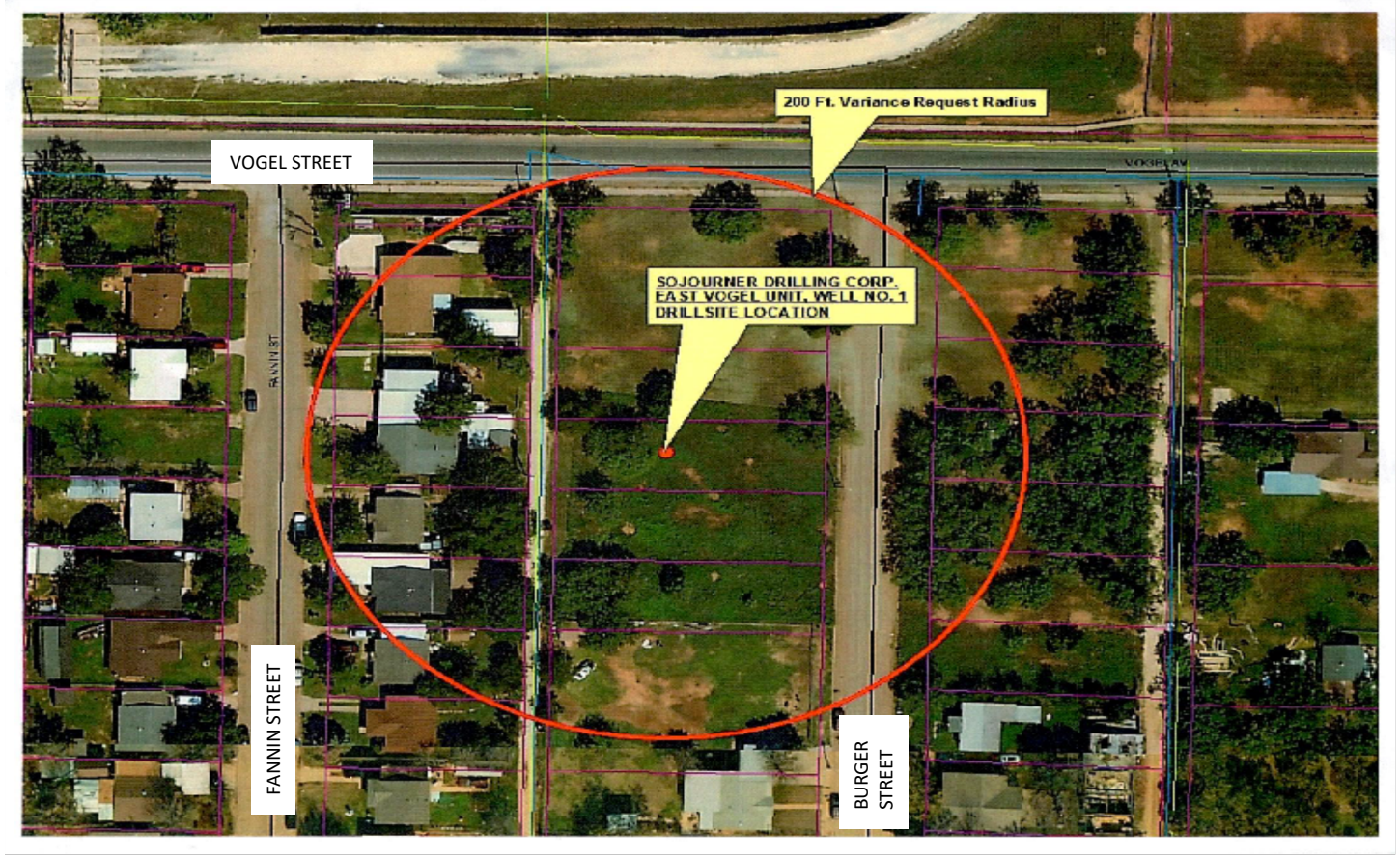
CITY OF ABILENE TEXAS

Permit to Drill and Operate Well – 2482 Burger Street



CITY OF ABILENE TEXAS

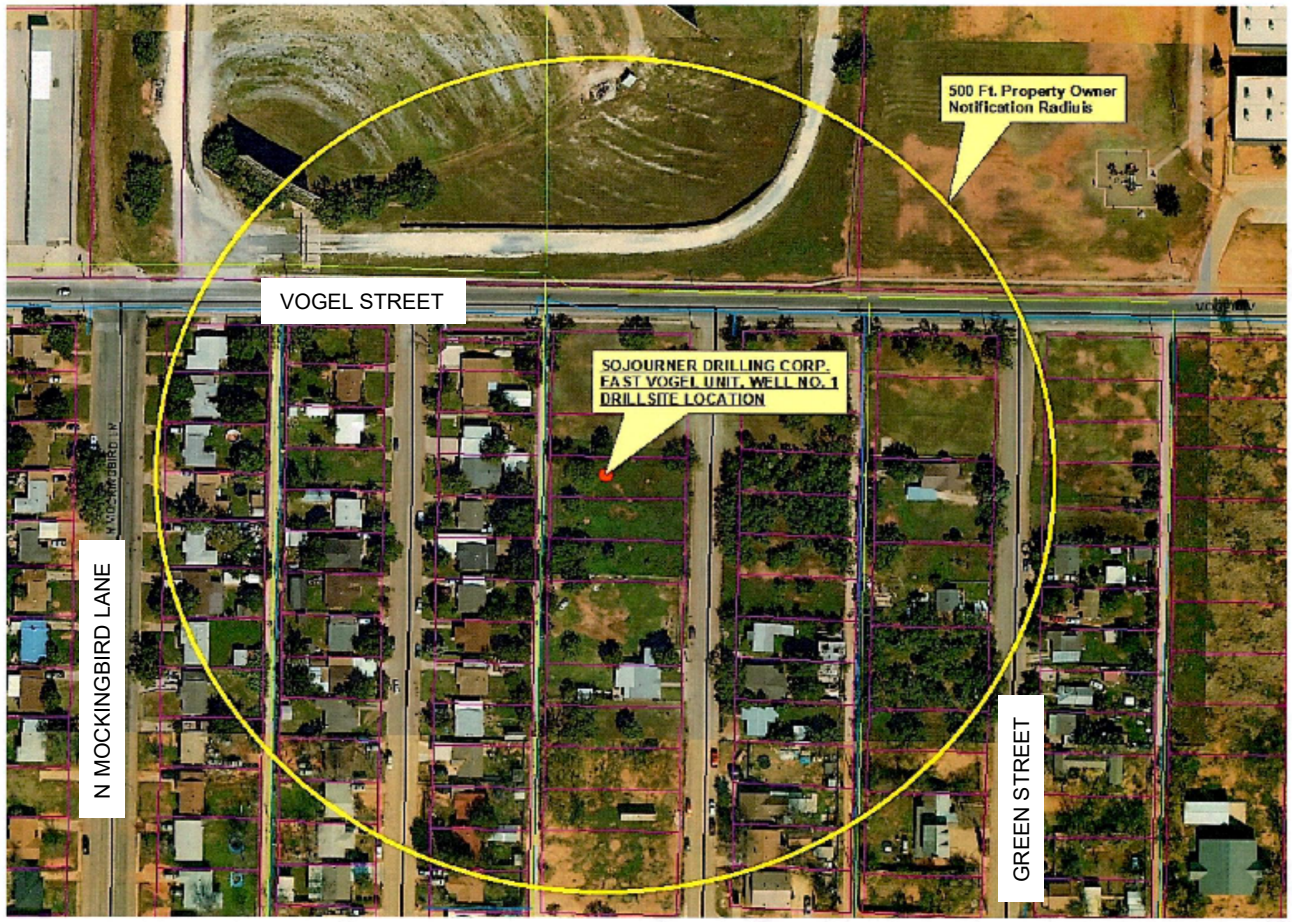
Permit to Drill and Operate Well – 2482 Burger Street



200 ft Variance Request Radius

CITY OF ABILENE TEXAS

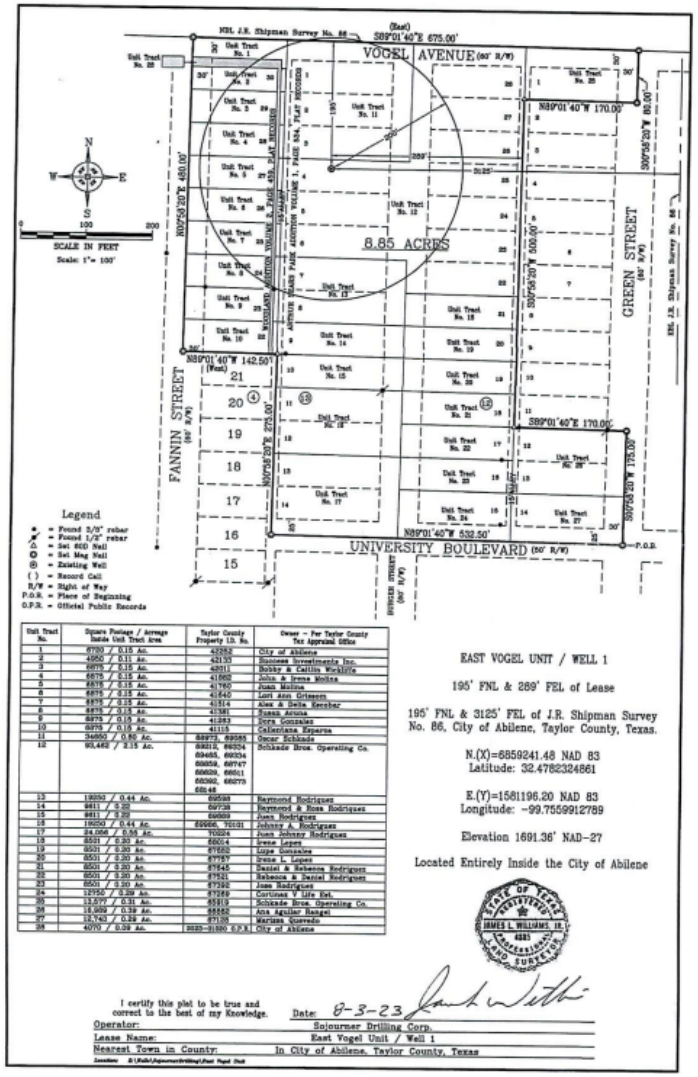
Permit to Drill and Operate Well – 2482 Burger Street



500 ft Property Owner Notification Radius

CITY OF ABILENE TEXAS

Permit to Drill and Operate Well – 2482 Burger Street



Wellsite Survey – Received Aug 18, 2023

CITY OF ABILENE TEXAS

Permit to Drill and Operate Well – 2482 Burger Street

- Sojourner Drilling Corporation submitted an application to drill and operate an Oil or Gas Well within the City Limits of Abilene -- proposed location identified as “East Vogel Unit #1”
- Staff has reviewed application and found it to be complete
- All property owners within 500 feet of the proposed location have been notified.
- Staff recommends approval of the permit to drill and operate an Oil or Gas Well to Sojourner Drilling Corporation for the “East Vogel Unit #1”

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 10/12/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **25. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
11. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor

County, Texas; filed August 11, 2023
12. Eminent Domain - 212 ES 11th Street

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None