

**COMMISSIONERS' COURT  
OF WINKLER COUNTY, TEXAS  
REGULAR MEETING**

TIME: 9:00 O'CLOCK A.M.  
DATE: MONDAY, MARCH 8, 2021  
PLACE: VIRTUAL MEETING

*Notice is hereby given that at the Meeting of the above named Commissioners' Court the following subjects will be discussed and appropriate action taken\*. These subjects may or may not be discussed in the order shown. \*All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.*

**Pursuant to the Suspension Order by Governor Abbott, the Commissioners Court meeting will be closed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may participate in the meeting through the following video conference link: Zoom – Meeting ID# 4050268443 Password: cc**

1. Call Meeting to Order.
2. Consent Agenda Items:
  - (a) Approve payroll.
  - (b) Approve bills over \$500.00.
  - (c) Approve claims against county.
  - (d) Consider for approval disbursement of budgeted funds in the amount of \$500.00 to Center for Crisis Advocacy.
  - (e) Consider for approval payment in the amount of \$30,481.66 for Winkler County's 2<sup>nd</sup> Quarter pro-rate share of the 2021 Appraisal District Budget.
  - (f) Consider for approval Pipeline Construction and Indemnity Contract between Winkler County and COG Operating LLC, for road crossing on County Road 103 for a 12" fiberglass pipeline.
  - (g) Consider for approval payment to Don Wise Transportation Services, Inc., for pre-mix in the amount of \$2,609.06 from budgeted lateral road funds.
3. Close bidding and award bid for asphalt and gravel for 2021 paving project.
4. Hear recommendation of Winkler County Fire Marshall, Kermit Volunteer Fire Department, and Wink Volunteer Fire Department and consider for approval continuing burn ban in unincorporated areas in the county.
5. Receive 2020 Racial Profiling Report from Winkler County District Attorney.
6. Consider for approval payment to the City of Kermit for Kermit Volunteer Fire Department retirement in the amount of \$3,500.00 from budgeted funds.
7. Consider, discuss, and approve disbursement of Health Services Tax to Winkler County Hospital District.
8. Consider for approval Resolution in Opposition to SB234/HB749 Efforts to Silence County Officials.
9. Consider, discuss, and approve County Judge signing Authorization to Proceed – Construction Materials Engineering and Testing Services between Winkler County and Terracon Consultants, Inc., for Winkler County EMS Station.

WINKLER COUNTY COMMISSIONERS' COURT  
REGULAR MEETING AGENDA  
MONDAY, MARCH 8, 2021  
PAGE TWO

10. Approve Winkler County Courthouse construction claims.
11. Approve Winkler County Golf Course construction claims.
12. Approve Winkler County Airport construction claims.
13. Approve Winkler County EMS construction claims.
14. Receive monthly reports from county officials.
15. Discuss and approve line item adjustments.
16. Discuss and approve budget amendments.
17. Adjourn.

Winkler County Appraisal District

107 East Winkler - P.O. Box 1219

Kermit, Texas 79745

(432) 586-2832

Fax (432) 586-3674

Winkler County  
Kermit I.S.D.  
Wink-Loving I.S.D.  
City of Kermit  
City of Wink

February 24, 2021

Winkler County  
Attn: Judge Charles Wolf  
Drawer Y  
Kermit, Tx 79745

**2<sup>nd</sup> Quarter 2021**

The County's pro-rate share for the 2021 Appraisal District Budget, due by March 31, 2021 will be \$30,481.66.

Thank you,

Winkler County Appraisal District

RECEIVED  
FEB 24 2021  
AUDITOR'S OFFICE

*Agenda 3/8/2021*

**PIPELINE CONSTRUCTION  
AND  
INDEMNITY CONTRACT**

**State of Texas  
County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Charles M. Wolf**, County Judge, and **COG Operating LLC**, Applicant, which makes this a contract governing the installation of a **fiberglass** pipeline, and in consideration of the \$500.00 application fee, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

1. The parties to this Agreement are **Winkler County, Texas** and **COG Operating LLC**. Winkler County agrees to grant **COG Operating LLC** at their expense, the right to construct road crossing for 12" pipeline at County Road 103  

31°55'58.73"N (North Fence line)	31°55'57.99"N (South Fence line)
103°13'24.08"W	103°13'23.79"W

**2. CONDITIONS**

When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:

- a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
- b. **Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
- c. **Applicant shall use only bore pipe or cased pipe. All polyethylene pipe shall be cased.**
- d. **The bore shall be no less than twenty feet (20') from the road on each side.**
- e. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
- f. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
- g. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
- h. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
- i. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
- j. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
- k. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
- l. **Prior to commencement of any work, Applicant shall provide to Winkler County the required 1-800-DIG-TESS form.**
- m. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
- n. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.
- o. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.

- p. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
- q. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
- r. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
- s. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
- t. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
- u. The costs associated with the location and identification of **COG Operating LLC's** pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
- v. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

### 3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot (\$1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

### 4. FURTHER WORK

- a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.
- b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
- c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

**5. LIABILITY AND INDEMNITY**

Applicant shall

- a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
- b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

**6. ASSIGNMENT**

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
8. **COG Operating LLC** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.
9. **COG Operating LLC** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **COG Operating LLC** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.
11. Should **COG Operating LLC** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **COG Operating LLC** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **COG Operating LLC** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.
12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 22 day of February, 2021, the minutes of which duly reflect the same.

**WINKLER COUNTY**

By \_\_\_\_\_  
**Charles M. Wolf**  
**Winkler County Judge**

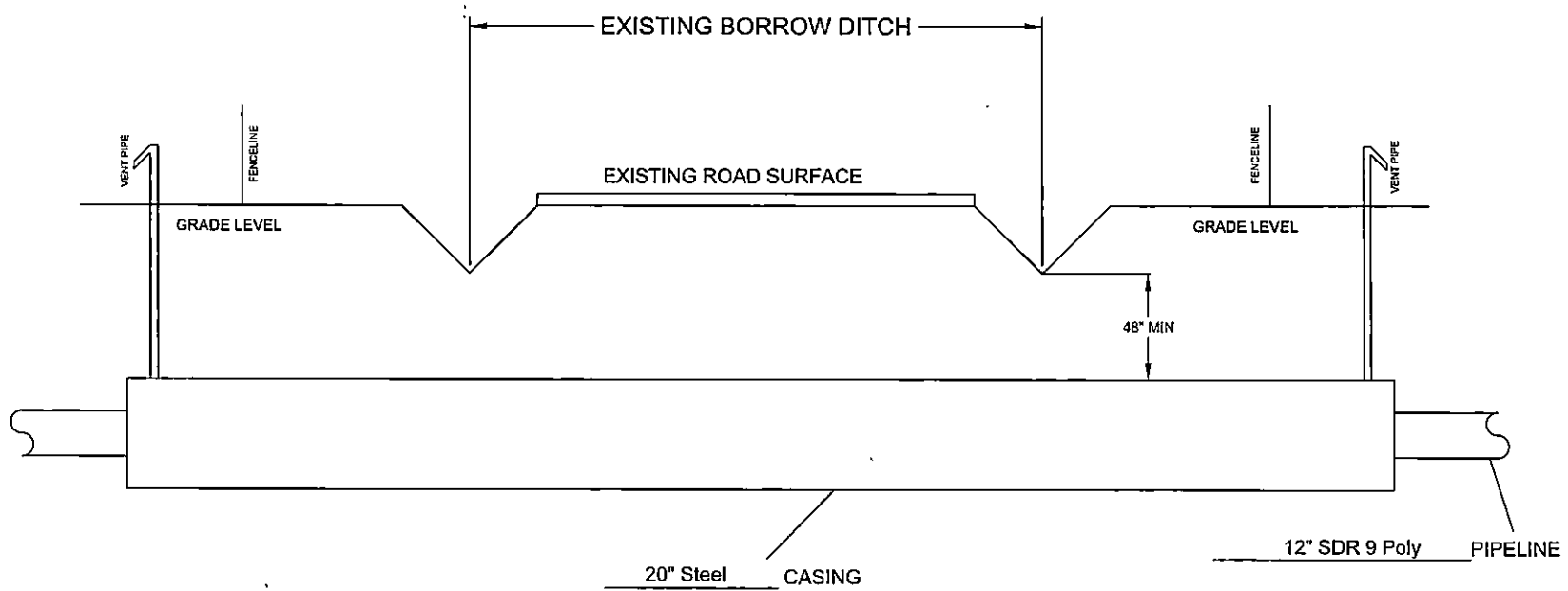
**COG Operating LLC**

By  \_\_\_\_\_  
**Printed Name** Sean Johnson *dB*  
**Title** Attorney-in-Fact *ml*  
**Address** 600 W. Illinois Ave.  
Midland, Texas 79701  
**Telephone** (432) 683-7443  
**Cellular Telephone** \_\_\_\_\_  
**Fax** \_\_\_\_\_

CROSSING COORDINATES

31°55'58.73"N, 103°13'24.08"W

31°55'57.99"N, 103°13'23.79"W



NOTE:

REFERENCE DRAWINGS		REVISIONS				ENGINEERING RECORD		
NO.	TITLE	NO.	DATE	DESCRIPTION	BY	CHK.	APP.	DATE
		0	2/4/21	ISSUED FOR PERMIT	MWE	MWE		

**ConocoPhillips**  
 FRESH WATER GATHERING SYSTEM  
 COUNTY ROAD 103 CROSSING DIAGRAM

WOMLER CO  
 PLOT SCALE: NONE  
 DWG. NO.: CR103 CROSSING  
 TX  
 REV 0



321

**DON WISE**

TRANSPORTATION SERVICES, INC.  
3201 SOUTH COUNTY ROAD 1069  
MIDLAND, TEXAS 79706  
YOU CALL  
1-877 DON WISE  
WE HAUL



# Invoice

Date	Invoice No.
02/02/21	10067

<b>Bill To</b>
Winkler County, Texas County Auditor Court House Drawer O Kermit, TX 79745

<b>Ship To</b>
Winkler County, Texas County Barn Kermit, TX

P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.	Ordered by
none given	Net 10th	DLW	02/02/21	our truck	destination	Billy Stevens

TICKET #	Quantity	Description	Price Each	Amount
15135	24.12	premix--ton	108.17	2,609.06

*Lat Red/Stock*

RECEIVED  
MAR 03 2021  
AUDITOR'S OFFICE

103160760

*Agenda 3/8/2021*

OUR CUSTOMERS ARE SIMPLY THE BEST PEOPLE BUT YOU KNEW THAT!!!!!!!!!!!!	Total	\$2,609.06
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STATE OF TEXAS                   §  
                                                 §  
COUNTY OF WINKLER           §

**ORDER PROHIBITING OUTDOOR BURNING**

WHEREAS, the Commissioners Court finds that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Winkler County that all outdoor burning is prohibited in the unincorporated area of the county for ninety (90) days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by: (1) the Texas Forest Service that drought conditions no longer exist; or (2) the Commissioners' Court based on a determination that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; or (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 8th day of March, 2021 by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

\_\_\_\_\_  
CHARLES M. WOLF  
WINKLER COUNTY JUDGE

\_\_\_\_\_  
BILLY J. STEVENS  
COMMISSIONER PRECINCT 1

\_\_\_\_\_  
ROBBIE WOLF  
COMMISSIONER PRECINCT 2

\_\_\_\_\_  
VICTOR BERZOZA  
COMMISSIONER PRECINCT 3

\_\_\_\_\_  
BILLY RAY THOMPSON  
COMMISSIONER PRECINCT 4

ATTEST:

\_\_\_\_\_  
PAM GREENE  
WINKLER COUNTY CLERK

2111

# CITY OF KERMIT

## INVOICE

BILL TO Winkler County Auditor P.O. Drawer 0 Kermit, Texas 79745	REMIT TO City of Kermit 110 S Tornillo Kermit, Texas 79745	Invoice # 0003 Invoice Date 02/22/2021 Customer ID
---------------------------------------------------------------------------	---------------------------------------------------------------------	----------------------------------------------------------

TESRS MEMBER RECONCILIATION REPORT QUARTER ENDING: FEBRUARY 29, 2020

QTY	ITEM	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
			KVFD TESRA PENSION		\$9,000.00
			CITY TESRS PENSION CONTRIBUTIONS	CITY SHARE OF COST	\$3,500.00

RECEIVED

FEB 22 2021

\$3,500.00

AUDITOR'S OFFICE

QUARTERLY BILLING HAS CHANGED TO SEMI-ANNUAL BILLING CYCLE EFFECTIVE SEPTEMBER 1, 2017.

CITY AND COUNTY ARE BOTH IN AGREEMENT TO DIVIDE BILL IN HALF AND PAY TESRS MEMBER RECONCILIATION REPORT (MMR) FOR KERMIT VOLUNTEER FIRE DEPT AS OF AUGUST 2019.

Subtotal

\$3,500.00

Tax

Shipping

Miscellaneous

BALANCE DUE

\$3,500.00

*KVFD/Retirement/2021 10218/180*  
PLEASE RETURN THE PORTION BELOW WITH YOUR PAYMENT

*Agenda 3/8/2021*

### REMITTANCE

Invoice # 0003

Customer ID WINKLER COUNTY AUDITOR

Date

Amount Enclosed

110 S. Tornillo  
 Kermit, Texas 79745

PHONE (432)586-3460  
 FAX (432)586-2220  
 E-MAIL [city.sec@cityofkermit.net](mailto:city.sec@cityofkermit.net)  
 2019/August

## **Opposition to SB234/HB749 Efforts to Silence County Officials**

**WHEREAS**, S.B. 234/ H.B. 749 filed in the 87th Texas Legislature would prohibit county funds from being used to join and support nonprofit county associations that provide collective communication to state legislators; and

**WHEREAS**, most Texas counties do not engage private lobbyists and only provide a minimal portion of membership dues to nonprofit county associations for legislative communication; and

**WHEREAS**, “taxpayer funded” lobbying by local governments accounts for less than 10% of total lobbying activity, while corporate and special interest lobbying interests make up 90% of total lobbying activity; and

**WHEREAS**, the State of Texas, the Texas Legislature, and state agencies actively employ large numbers of taxpayer funded lobbyists to analyze and monitor the thousands of bills filed each legislative session and to advocate for its interests in Washington, yet these bills would deny local communities this same ability while continuing public support of state agency lobbying; and

**WHEREAS**, prohibiting Texas counties from retaining experienced representation before federal and state legislative bodies and agencies would place our communities at a disadvantage in efforts to obtain and retain federal and state projects and military bases; and

**WHEREAS**, county officials require the ability to express our positions and information through associations, form a unified voice on the issues important to our communities, and share the associated costs among all counties; and

**WHEREAS**, it is a false claim that taxpayer funded lobbying works against the interest of taxpayers. Indeed, a priority of county government and its “lobbying” effort is focused on ending the state and federal practice of passing unfunded mandates, which impose billions of dollars in increased taxes upon local property taxpayers annually; and

**WHEREAS**, smaller counties especially need to be able to combine their resources through their associations to monitor the thousands of bills filed each legislative session and effectively present their unique issues to the state and federal government; and

**WHEREAS**, the prohibition in S.B. 234/H.B.749 would violate the basic principle of open and robust discussion and turn the halls of the Texas capitol into a one-sided conversation dominated by special interests.

**NOW, THEREFORE, BE IT RESOLVED** that the undersigned officials of Winkler County do hereby express their opposition to S.B. 234/H.B. 749 and its attempt to silence the combined voices of the county officials and local communities of this state.

**APPROVED AND ADOPTED** by the Winkler County Commissioners Court on this the 8th day of March 2021.

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Charles Wolf, County Judge

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Billy Stevens, Commissioner, Prec. 1

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Robbie Wolf, Commissioner, Prec. 2

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Victor Berzoza, Commissioner, Prec. 3

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Billy Ray Thompson, Commissioner, Prec. 4

## AUTHORIZATION TO PROCEED CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This **AUTHORIZATION TO PROCEED** ("Authorization") is between Winkler County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Winkler County, Winkler County EMS Station, Kermit, TX Project.

**Scope of Services.** The scope of Consultant's services is set forth below ("Services"). If frequency of testing is not specified below, it shall be as requested by Client. Scheduling will be done by Client or contractor if Client so designates. Consultant will not be responsible for tests not performed due to a failure to schedule Consultant's services or any resulting effect on construction.

### Earthwork

- a) Sample materials proposed for use as subgrade, flex base material, and fill materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D1557).
- b) Perform field moisture and density tests using the nuclear method (ASTM D6938) to determine the in-place moisture content and percent compaction of the soil materials, flex base, and observation of the earthwork installation.

### Concrete

- a) At the job site, sample the fresh concrete for each mix and perform required tests including slump, air content, ambient and concrete temperature. Cast compressive strength specimens during placements (ASTM C172, C31, C143, C173, C1064).
- b) Transport concrete test cylinders from the field to our laboratory within 48 hours for final curing and later testing (ASTM C31).
- c) Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C617, C39).

**Compensation.** Unless different rates are specified below, all charges will be billed on a time and materials basis pursuant to Consultant's Standard Fee Schedule. The construction schedule, weather conditions, construction workmanship, etc. will determine the actual cost of Consultant's Services. If the actual quantities exceed any estimated quantities at the request of the Client or its designated contractor, additional fees will be billed in accordance with the fee schedule below.

Fees will be billed on a time and material basis in accordance with the January 2021 fee schedule.

### TERMS AND CONDITIONS

- 1. Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing, inspection, and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 2. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**By signing this Authorization or ordering the commencement of Services you are affirming that you are authorized to bind Client to the Terms and Conditions of this Authorization and have read and accepted the Terms and Conditions, including restrictions and limitations, as set forth on this page and the subsequent page of Additional Terms and Conditions.**

Consultant: Terracon Consultants, Inc.  
By: David P. Reaves Date: 3/1/2021  
Name/Title: David P Reaves / Senior Project Manager  
Address: 10400 State Highway 191  
Midland, TX 79707-1497  
Phone: (432) 684-9600 Fax: (432) 684-9608  
Email: David.Reaves@terracon.com

Client: Winkler County  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: Judge Charles Wolf  
Address: PO Drawer Y  
Kermit, TX 79745  
Phone: (432) 448-2103 Fax: \_\_\_\_\_  
Email: mark.terry@co.winkler.tx.us

**ADDITIONAL TERMS AND CONDITIONS**

- 3. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO \$50,000, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 4. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 5. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of Authorization, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 6. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 7. Third Party Reliance.** This Authorization and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 8. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 9. Choice of Law.** This Authorization shall be governed by and construed according to Kansas law.
- 10. Subsurface Explorations.** Consultant will take reasonable precautions to reduce damage to the site when performing Services; 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 Services.
- 11. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
- 12. Utilities.** Consultant shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 13. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.
- 14. Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 15. Insurance.** Consultant represents that it now carries and will continue to carry: (i) workers' compensation insurance in accordance state, and employer's liability (\$1,000,000); (ii) commercial general liability (\$1,000,000 occ/ \$2,000,000 agg); (iii) automobile liability (\$1,000,000 B.I. and P.D. combined single limit); excess liability (\$5,000,000 occ/ agg); and (iv) professional liability (\$1,000,000 claim / agg). Client and Consultant shall waive subrogation against the other party on general liability. Client is additional insured with respect to general and auto liability. When requested in writing, Owner is additional insured with respect to general and auto liability.



January 2021

**SCHEDULE OF SERVICES AND FEES**

**Geotechnical Engineering, Construction Materials Engineering,  
And Environmental Services**

**I. PERSONNEL**

Senior Principal .....	\$215.00/hour
Principal .....	195.00/hour
Senior Project Scientist .....	190.00/hour
Senior Project Professional .....	190.00/hour
Senior Project Engineer.....	190.00/hour
Senior Project Geologist.....	185.00/hour
Senior Project Manager II .....	185.00/hour
Senior Project Manager I.....	185.00/hour
Department Manager .....	190.00/hour
Project Scientist II.....	175.00/hour
Project Professional II .....	175.00/hour
Project Engineer II .....	175.00/hour
Project Manager .....	170.00/hour
Field Project Manager .....	170.00/hour
Project Engineer I.....	170.00/hour
Project Geologist II .....	160.00/hour
Project Scientist I.....	155.00/hour
Project Professional I.....	155.00/hour
Project Geologist I .....	155.00/hour
Senior Staff Scientist .....	155.00/hour
Senior Staff Professional.....	155.00/hour
Senior Staff Engineer.....	155.00/hour
Senior Staff Geologist .....	150.00/hour
Senior Staff Geophysicist .....	145.00/hour
Staff Scientist .....	140.00/hour
Staff Geophysicist .....	135.00/hour
Staff Professional .....	120.00/hour
Staff Engineer.....	120.00/hour
Staff Geologist.....	115.00/hour
Senior Field Investigator.....	115.00/hour
Field Engineer. ....	115.00/hour
Field Geophysicist.....	115.00/hour
Field Scientist .....	110.00/hour
Field Professional.....	110.00/hour
Field Geologist .....	110.00/hour
Engineering Aide .....	95.00/hour
Drafts Person/CAD Operator.....	95.00/hour
ASNT, Level II .....	150.00/hour
CWI (8 hr. minimum).....	150.00/hour
Technician, Level IV.....	95.00/hour
Technician, Level III (PT, Reinf. Steel, fireproofing, asphalt) .....	85.00/hour
Technician, Level II (Concrete and Earthwork).....	70.00/hour
Environmental Technician, Level IV .....	115.00/hour
Environmental Technician, Level III.....	100.00/hour



Environmental Technician, Level II.....	90.00/hour
Environmental Technician, Level I.....	85.00/hour
Administrative Manager.....	100.00/hour
Clerical/Administrative Staff.....	70.00/hour

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for sample pick-ups only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. If a reinforcing steel inspection is requested the same day as the concrete placement, Technician Level III rates will apply.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 5:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over ten (10) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

**EXPENSES AND SUPPLIES**

Vehicle Charge (local area, within 50 miles of office).....	\$100.00/day
Vehicle Charge (outside local area).....	0.80/mile
Per Diem, Lodging and Food .....	Cost + 15%
Miscellaneous charges, including analytical laboratory tests,.....	Cost + 15%
shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services	

**II. ENVIRONMENTAL SERVICES:**

**EQUIPMENT RENTAL (Personnel time not included)**

Development, Sampling and Test Equipment

Bailer (SS) .....	\$ 40.00/day
Bailer (disposable).....	35.00/each
Hand Pump (PVC).....	45.00/day
4" Electric Pump.....	120.00/day
Temperature, pH, conductivity meters .....	45.00/day
Bladder Pump 1.8" OD SS (with controller & compressor).....	185.00/day
Sediment Sampler.....	40.00/day
Electric Water Level Indicator.....	45.00/day
Data Acquisition Station w/ Transducer .....	140.00/day
Additional Transducers .....	80.00/day
Recorder, Multi-Channel Portable Sequential Water Sampler .....	70.00/day
or Flow meter/chart recorder	
Portable Sequential Water Sampler with Flow meter/chart recorder .....	120.00/day
2" Redi-Flow Pump.....	110.00/day
Overpack Drums.....	200.00/each
Laser Level .....	110.00/day
Chloride Field Test Kit.....	10.00/each

Monitoring Equipment

Toxic Gas Detector (Single Gas) .....	\$ 50.00/day
Hydrocarbon/Water Interface Probe.....	75.00/day

Photoionization Detector .....	160.00/day
Ion Selective Meter.....	70.00/day
Metal/Cable Detector.....	60.00/day
Air Velocity Indicator (Anemometer) .....	55.00/day
Air Sampling Pump, Personal.....	45.00/day
Air Sample Pump, Detector Tube .....	35.00/day
Sound Level Meter .....	70.00/day
Noise Dosimeter.....	65.00/day
Viable Microorganism Sampler/Pump.....	95.00/day
Carbon Monoxide Monitor (Single Gas) .....	55.00/day
Indoor Air Quality Monitor (TSI) .....	95.00/day
Oxygen/Combustible Gas/H2S Monitor.....	70.00/day
Carbon Dioxide Monitor (Single Gas).....	60.00/day
Dissolved Oxygen Meter .....	65.00/day
Turbidity Meter.....	55.00/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared).....	135.00/day
Mercury Vapor Analyzer .....	175.00/day
Rescue/Retrieval Tripod and Winch .....	110.00/day
Manhole Ventilator.....	85.00/day
Detector Tubes, Colorimetric .....	Cost + 15%
Handheld GPS .....	25.00/day
Field Equipment Not Listed Will Be Charged .....	Cost + 15%
Total Dissolved Solids Field Meter.....	35.00/day

Lead/Asbestos Equipment

XRF (Lead in Paint Analyzer) .....	\$ 700.00/day
High Volume Sample Pump.....	60.00/day
Microscope (Phase Contrast).....	50.00/day

Cleaning Equipment

High pressure, hot water portable washer; .....	\$ 155.00/day
with Generator .....	195.00/day
High pressure, cold water portable washer; .....	95.00/day
with Generator .....	135.00/day
Station for Cleaning Fluid Collection.....	See Below
250 Gallon capacity .....	45.00/day
Steam Cleaner .....	185.00/day
Generator .....	85.00/day
Cleaning Trailer (W/O fluid collection option) .....	290.00/day
includes trailer, washer, generator, hoses	

Supplied Atmosphere - Respiratory Equipment

Positive Pressure Airline Respirator System (per person) .....	quote on request
----------------------------------------------------------------	------------------

**IV     GEOTECHNICAL ENGINEERING SERVICES:**

Field Services

Truck Mounted Mobilization, local.....	\$ 500.00/ea.
Truck Mounted Mobilization, round trip.....	6.00/mile
Buggy/ATV Mounted Mobilization, local .....	Available Upon Request
Buggy/ATV Mounted Mobilization, round trip.....	Available Upon Request
Drill Crew Travel, round trip .....	6.00/mile
Truck Mounted Soil Borings, (0-25) .....	16.50/ft.

Truck Mounted Soil Borings, (25-50) .....	17.50/ft.
Truck Mounted Soil Borings, (50-100) .....	20.50/ft.
Rock Borings w/TxDOT Cone, (0-25) .....	60.00/ft.
Rock Borings w/TxDOT Cone, (25-50) .....	65.00/ft.
Rock Borings w/TxDOT Cone, (50-100) .....	70.00/ft.
Continuous Soil Sampling, (0-25) .....	19.00/ft.
Moisture Check Injection Test Borings .....	18.00/ft.
Continuous Coring (0-100).....	70.00/ft.
TxDOT Cone Penetrometer Tests .....	40.00/ea.
Auger Boring.....	16.50/ft.
Minimum Drill Fee .....	1,000.00
Stand-By/Clean-Up .....	300.00/hr.
Portable Borings, (0-15) .....	40.00/ft.
Portable Borings, (15-30) .....	50.00/ft.
Slab Cores, .....	250.00 – 400.00/core
Slab Core Patches .....	70.00/ea.
Field Electrical Resistivity Tests (Depending on site location and maximum probe spacing).....	Available Upon Request, \$ 800-3,000/ea.
Geophysical Study (MASW 1-Dimensional).....	2,000 to 4,000/location
Geophysical Study (MASW 2-Dimensional for Karst investigation).....	Available Upon Request, \$1,000-3,000/line

**Laboratory Services**

Liquid and Plastic Limits.....	\$ 135.00/ea.
Moisture/Density.....	50.00/ea.
Moisture Content.....	15.00/ea.
Percent Absorption Swell. ....	150.00/ea.
Swell Pressure and percent swell.....	275.00/ea.
Sieve Analysis. ....	125.00/ea.
Minus 200 sieve .....	95.00/ea.
Unconfined Compression, soil .....	150.00/ea.
Unconfined Compression, rock .....	150.00/ea.
Standard Proctor .....	300.00/ea.
Modified Proctor .....	350.00/ea.
CBR, One Point .....	400.00/ea.
CBR, Three Point .....	700.00/ea.
CBR, Range of moisture content, nine points .....	2,100.00/ea.
Corrosivity Suite (pH, Sulfate, Chloride, Sulfide, Total Salt, Resistivity, Red-ox) .....	250.00/ea.
Solubility/Total salts (AWWA 2520 B) .....	45.00/ea.
Water Soluble Sulfate (AWWA 4500 E).....	30.00/ea.
pH Analysis (AWWA 4500H).....	20.00/ea.
pH Analysis (ASTM D4972).....	25.00/ea.
Chlorides (AWWA 4500 Cl B) .....	40.00/ea.
Red-ox (AWWA 2580 B).....	45.00/ea.
Sulfide (AWWA 4500-S S).....	20.00/ea.
Resistivity (ASTM G-57, Miller Box).....	65.00/ea.

Resistivity (AASHTO T-288, Miller Box) .....	75.00/ea.
Resistivity (As Received, Miller Box) .....	50.00/ea.
Thermal Resistivity Test with Proctor .....	1,000.00/ea.
Thermal Resistivity Test without Proctor .....	700.00/ea.
Organic Content .....	150.00/ea.
Permeability, flexible membrane w/backpressure, Shelby tube sample .....	500.00/ea.
Permeability, flexible membrane w/backpressure, remolded sample .....	550.00/ea.
Thermal Resistivity .....	1,100.00/ea.
Triaxial Compression with Pore Pressure Measurements, point .....	750.00/ea.
Consolidated Drained Direct Shear point .....	650.00/ea.
Consolidation .....	650.00/ea.

**V CONSTRUCTION MATERIALS ENGINEERING SERVICES:**

Equipment Charges

Nuclear Gauge .....	\$ 80.00/day
Windsor probe charges .....	110.00/set
Hilti Ferrosan .....	185.00/day
Floor Flatness Gauge, includes equipment and operator, (4-hour minimum).....	160.00/hour
Fireproofing Bond Test, Supplies.....	80.00/ea.
Calcium Chloride water Vapor Transmission kits, each .....	70.00/ea.
Coring Equipment, .....	500.00/day
Structure Scan for Rebar.....	200.00/day

Laboratory Services

Liquid and Plastic Limits .....	\$ 135.00/ea.
Optimum Moisture/Density Relationship:	
Standard (ASTM D698) .....	300.00/ea.
Modified (ASTM D1557) .....	350.00/ea.
THD 113E .....	350.00/ea.
Sieve Analysis, dry gradation .....	125.00/ea.
Sieve Analysis, washed .....	125.00/ea.
Compressive Strength Cylinder Test, 4" by 8" .....	22.00/ea.
Compressive Strength Cylinder Test, 6" by 12" .....	25.00/ea.
Mortar and Grout Cube Test .....	25.00/ea.
Grout Prism Test,.....	35.00/ea.
Block Prism Test .....	95.00/ea.
Asphalt Content (Ignition)/Gradation .....	160.00/ea.
Asphalt Core Thickness & Density Test .....	50.00/ea.
Concrete Core Thickness & Strength Test .....	75.00/ea.
Two-man Coring Crew .....	170.00/hr.
Maximum Theoretical Density/Air Voids .....	175.00/ea.
Wet Ball Mill (Tex-116-E).....	750.00/ea.

# Parkhill

INVOICE

Please note that our email domain and website have changed to Parkhill.com

**Total Due this Invoice \$11,104.93**

Honorable Charles Wolf  
County Judge  
Winkler County  
County Courthouse  
PO Drawer Y  
100 E Winkler St  
Kermit, TX 79745

February 20, 2021  
Invoice No: 01409819.00 - 21

Project 01409819.00 Winkler Co Air Hangars  
**Professional Services from January 1, 2021 to January 31, 2021**

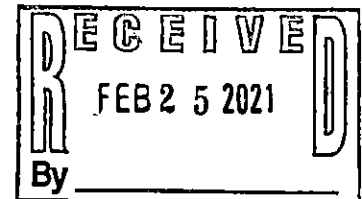
Task Construction Admin Services  
All pavement construction completed. Hangar building delivered and partially erected.

**Fee**  
Total Fee 74,993.00  
Percent Complete 75.00 Total Earned 56,244.75  
Previous Fee Billing 46,960.62  
**Total Fee 9,284.13**  
**Task Subtotal \$9,284.13**

Task Resident Project Representative  
Project pavement construction completed. Hangar Building delivered and weekly site visit and observations conducted.

**Fee**  
Total Fee 18,208.00  
Percent Complete 71.00 Total Earned 12,927.68  
Previous Fee Billing 11,106.88  
**Total Fee 1,820.80**  
**Task Subtotal \$1,820.80**

**Total Due this Invoice \$11,104.93**



**RETURN REMITTANCE COPY WITH PAYMENT.  
THANK YOU!**

WINKLER COUNTY  
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS  
KERMIT, TEXAS

Contractor: **RRC Construction**  
10617 West County Road No. 72  
Midland Texas 79707

PSC Project No: 01.4098.19

Date: Jan. 31, 2021  
Notice to Proceed: Aug. 3, 2020  
Days Used: 181  
% of Time Used: 121%  
% Complete: 95%

Substantial Completion Days: 120  
Substantial Completion Date: Jan. 4, 2021  
Final Completion Days: \_\_\_\_\_  
Final Completion Date: Jan. 4, 2021  
Change Order Days: 30  
Weather Days: \_\_\_\_\_  
Adj. Substantial Completion Date: Feb. 3, 2021  
Adj. Final Completion Date: Feb. 3, 2021  
For Period: Jan. 20, 2021 to Jan. 31, 2021

ANALYSIS OF WORK PERFORMED TO DATE

Total Value of Work Performed to Date: \$ 1,318,974.55

Add: Materials Stored on Site: \$ -

Net Amount Earned on Contract to Date: \$ 1,318,974.55

Less Amount Retained: Retainage = 5% \$ 65,948.73

Total Due to Date: \$ 1,253,025.82

Less Previous Payments:

Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount	Estimate No.	Amount
1	\$ 29,675.00	7	_____	13	_____	19	_____
2	\$ 40,153.11	8	_____	14	_____	20	_____
3	\$ 447,056.62	9	_____	15	_____	21	_____
4	\$ 49,900.00	10	_____	16	_____	22	_____
5	\$ 398,014.09	11	_____	17	_____	23	_____
6	\$ 267,045.00	12	_____	18	_____	24	_____

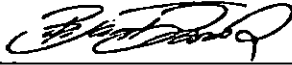
Less Previous Payments Total \$ 1,231,843.82

AMOUNT DUE THIS APPLICATION \$ 23,677.00

	Number	# of Days	Additions	Deductions	Net
Original Contract Amount					\$ 1,394,596.45
Net change by Change Orders	1	30	\$ 49,900.00		\$ 49,900.00
Quantity Adjustments					\$ -
Current Contract Amount					\$ 1,444,496.45
Remaining Contract Amount					\$ 125,521.90
Balance to Finish (includes retainage)		30			\$ 188,975.63

Recommended for Payment:  
(Engineer)

PARKHILL, SMITH & COOPER, INC., Consulting Engineers

By:   
Bijan Jamalabadi, PE

March 1, 2021  
(date)

Accepted by:  
(Contractor)

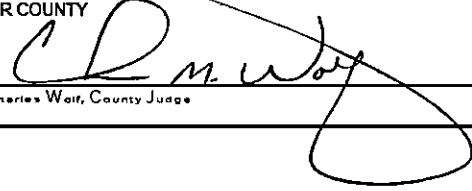
RRC CONSTRUCTION

By: See attached Payment Request  
Michael Ramirez, Vice President

(date)

Approved for Payment:  
(Owner)

WINKLER COUNTY

By:   
Judge Charles Warr, County Judge

3-3-21  
(date)

PROGRESS ESTIMATE

WINKLER COUNTY  
WINKLER COUNTY AIRPORT HANGARS AND HANGAR ACCESS TAXIWAY IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 7

For Period: Jan. 20, 2021 to Jan. 31, 2021

ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
<b>SCHEDULE 1 BASE BID - HANGAR CONSTRUCTION</b>								
1	Item C-105, Mobilization	1	LS	\$ 78,783.00	\$ 78,783.00		\$ -	
2	Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, (Silt Fence)	150	LF	\$ 22.96	\$ 3,444.00		\$ -	
3	Item PSC P-140, Temporary Barricades and Marking for Pavement Closure (For Schedule 1)	1	LS	\$ 9,680.00	\$ 9,680.00		\$ -	
4	Item P-152, Grading and Subgrade Preparation for Hangar Foundation	1,984	SY	\$ 15.00	\$ 29,760.00		\$ -	100%
5	Item P-152, Excavation	7,298	SY	\$ 5.00	\$ 36,490.00		\$ -	100%
6	Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar (Including Building Foundation, Electrical & Plumbing Service)	1	EA	\$ 405,055.00	\$ 405,055.00		\$ -	
7	Item HGR, 8 Unit T-Hangar & attached 75' x 75' Box Hangar(Including Building Components, Doors, Electrical and Plumbing Service)	1	EA	\$ 421,575.00	\$ 421,575.00		\$ 24,923.16	
<b>SCHEDULE 2 BASE BID - HANGAR ACCESS TAXIWAYS CONSTRUCTION</b>								
8	Item C-105, Mobilization	1	LS	\$ 32,758.00	\$ 32,758.00		\$ -	
9	Item P-152, Excavation	948	CY	\$ 27.94	\$ 26,487.12		\$ -	100%
10	Item P-152, Embankment	900	CY	\$ 27.00	\$ 24,300.00		\$ -	
11	Item P-152, Grading & Subgrade Preparation Under Areas to be Paved	5,902	SY	\$ 12.00	\$ 70,824.00		\$ -	
12	Item P-152, Grading & Subgrade Preparation Outside of Paved Areas	5,384	SY	\$ 1.80	\$ 10,229.60		\$ -	
13	TxDOT Item 247, Type A Grade 1 or 2 (10-inch Flexible Base)	5,712	SY	\$ 16.50	\$ 94,248.00		\$ -	
14	TxDOT Item 340 Hot Mix Asphalt, Type D in two 1-1/2 inch lifts (3-inch thickness total)	846	Ton	\$ 131.53	\$ 111,274.38		\$ -	
15	Item P-602, Bituminous Prime Coat, including herbicidal treatment (.15 Gal/SY)	801	Gal	\$ 25.00	\$ 20,025.00		\$ -	
16	Item P-603, Bituminous Tack Coat (.05 gal/SY)	267	Gal	\$ 42.00	\$ 11,214.00		\$ -	
17	Item P-620, Runway and Taxiway Painting	619.00	SF	\$ 13.85	\$ 8,449.35		\$ -	
<b>TOTAL ORIGINAL CONTRACT</b>					<b>\$ 1,394,596.45</b>	<b>\$ 24,923.16</b>	<b>2%</b>	

CHANGE ORDERS								
Material / Labor								
ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL CONTRACT INFORMATION				WORK PERFORMED TO DATE		
		Quantity	Unit	Price	Amount	Quantity	Amount	%
1	Additional pavement work for hangars	1	LS	\$ 49,900.00	\$ 49,900.00		\$ -	
<b>TOTAL ORIGINAL CONTRACT PLUS APPROVED MATERIAL/LABOR CHANGE ORDERS</b>					<b>\$ 1,444,496.45</b>	<b>\$ 24,923.16</b>	<b>2%</b>	

Contractor Requested Weather Days			
Original Contract Completion Days			44200
APPLICATION #	TYPE OF WEATHER (DESCRIPTION)	PERIOD OF WEATHER (DATES)	# of Days
<b>TOTAL REQUESTED DAYS</b>			





# RRC Construction Payment Request

**TO:** Winkler County  
100 East Winkler St.  
Kermit, TX 79745

**FROM:** RRC Construction  
10617 West County Road No. 72  
Midland, TX 79707

**PERIOD TO:** 01/31/2021  
**PROJECT NO:** 20-007  
**APPLICATION NO:** 7  
**ARCHITECT NO:**  
**CONTRACT DATE:** 06/08/2020  
**APPLICATION DATE:** 01/27/2021

**PROJECT:** Winkler County Airport  
2750 FM Road 1232  
Wink TX, 79789

**ARCHITECT:**

## CONTRACTOR'S PAYMENT REQUEST

ORIGINAL CONTRACT SUM.....	1,394,596.45
NET CHANGE BY PHASE.....	0.00
NET CHANGE BY CHANGE ORDERS.....	49,900.00
CONTRACT SUM TO DATE.....	1,444,496.45
TOTAL COMPLETED AND STORED TO DATE.....	1,318,974.55

**RETAINAGE:**

5.00% OF COMPLETED WORK	47,836.89
5.00% OF STORED MATERIALS	15,616.84

TOTAL RETAINAGE .....	63,453.73
TOTAL EARNED LESS RETAINAGE .....	1,255,520.82
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER.....	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	1,231,843.82
CURRENT PAYMENT DUE.....	23,677.00
BALANCE TO FINISH INCLUDING RETAINAGE.....	188,975.63


(See Attached Pages for Continuation Worksheet Page.)

TOTAL OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Prior Months Approved Change Orders	49,900.00	0.00
Current Month Change Orders	0.00	0.00
<b>TOTALS</b>	<b>49,900.00</b>	<b>0.00</b>
Net of Approved Change Orders		49,900.00

This document has been digitally signed, notarized, verified and a record log maintained by third party Internet hosting service as per the Electronic Records and Signatures in Commerce Act.

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

CONTRACTOR: RRC Construction

By: Michael Ramirez   
Agent of RRC Construction

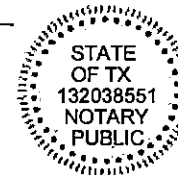
Date: January 29, 2021 3:13 PM

State of: TX  
County of: Midland

Subscribed and sworn to before me this: January 29, 2021

NOTARY PUBLIC: Jocelyn Gonzales

My Commission Expires: June 5, 2023



*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

## CERTIFICATION FOR PAY REQUEST BY ARCHITECT

Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED..... \$23,677.00

ARCHITECT:

By: Bijan Jamalabad, PE

Date: 3/1/2021

The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Authorized Signator for Winkler County

By: 

Date: 3/1/2021

Application Number: 7  
 Application Date: 01/27/2021  
 Period from: 01/21/2021 to 01/31/2021  
 Project: Winkler County Airport

Submitted From:  
 RRC Construction  
 10617 West County Road No. 72  
 Midland, TX 79707

Contractor's Project No:20-007  
 Architect Number:  
 Print Date: 01/29/2021

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Stored Material	G Total Complete and Stored To Date (D+E+F)		H Balance to Finish (C-G)	I Retainage
			Previous Applications	This Application		% Comp			
				Work In Place					
1	Item 1 Building Mobilization	78,783.45	78,783.45	0.00	0.00	78,783.45	100.0000	0.00	3,939.1725
2	Item 2 Temp SWPPP	3,444.00	3,444.00	0.00	0.00	3,444.00	100.0000	0.00	172.2000
3	Item 3 Temp Barricades	9,680.00	9,680.00	0.00	0.00	9,680.00	100.0000	0.00	484.0000
4	Item 4 Grading For Hanger	29,760.00	29,760.00	0.00	0.00	29,760.00	100.0000	0.00	1,488.0000
5	Item 5 Pad Excavation	36,490.00	36,490.00	0.00	0.00	36,490.00	100.0000	0.00	1,824.5000
6	Item 6 Hanger pad, Plumbing and electrical rough ins, Anchor bolts	405,055.00	405,055.00	0.00	0.00	405,055.00	100.0000	0.00	20,252.7500
7	Item 7 Hanger Building, Erection, insulation, finish of plumbing and electr...	421,575.00	312,336.84	24,923.16	0.00	337,260.00	80.0000	84,315.00	16,863.0000
8	Item 8 site Mobilization	32,758.00	0.00	0.00	0.00	0.00	0.0000	32,758.00	0.0000
9	Item 9 Site Excavation	26,487.12	26,487.12	0.00	0.00	26,487.12	100.0000	0.00	1,324.3560
10	Item 10 Site Embankment	24,300.00	24,300.00	0.00	0.00	24,300.00	100.0000	0.00	1,215.0000
11	Item 11 Grading Under Paved Areas	70,824.00	70,824.00	0.00	0.00	70,824.00	100.0000	0.00	3,541.2000
12	Item 12 Grading Outside Paved Areas	10,229.60	10,229.60	0.00	0.00	10,229.60	100.0000	0.00	511.4800
13	Item 13 10" Flex Base	94,248.00	94,248.00	0.00	0.00	94,248.00	100.0000	0.00	4,712.4000
14	Item 14 Hot Mix asphalt	111,274.38	111,274.38	0.00	0.00	111,274.38	100.0000	0.00	5,563.7190
15	Item 15 Prime Coat	20,025.00	20,025.00	0.00	0.00	20,025.00	100.0000	0.00	1,001.2500
16	Item 16 Tack Coat	11,214.00	11,214.00	0.00	0.00	11,214.00	100.0000	0.00	560.7000
17	Item 17 Taxiway Markings	8,448.90	0.00	0.00	0.00	0.00	0.0000	8,448.90	0.0000
	<b>Total:</b>	<b>\$1,394,596.45</b>	<b>\$1,244,151.39</b>	<b>\$24,923.16</b>	<b>\$0.00</b>	<b>\$1,269,074.55</b>	<b>90.9994%</b>	<b>\$125,521.90</b>	<b>\$63,453.7275</b>
	<b>Contract A Change Order 1</b>								
1	Additional pavement work for hangers requested by Winkler county. War...	49,900.00	49,900.00	0.00	0.00	49,900.00	100.0000	0.00	0.0000
	<b>Change Order Total:</b>	<b>\$49,900.00</b>	<b>\$49,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$49,900.00</b>	<b>100.0000%</b>	<b>\$0.00</b>	<b>\$0.0000</b>
	<b>Project Grand Total:</b>	<b>\$1,444,496.45</b>	<b>\$1,294,051.39</b>	<b>\$24,923.16</b>	<b>\$0.00</b>	<b>\$1,318,974.55</b>	<b>91.3103%</b>	<b>\$125,521.90</b>	<b>\$63,453.73</b>

**BROWN REYNOLDS WATFORD  
ARCHITECTS**



3535 TRAVIS STREET  
SUITE 250  
DALLAS, TEXAS 75204  
214-528-8704  
WWW.BRWARCH.COM

**INVOICE NO. 221-01080**

February 23, 2021

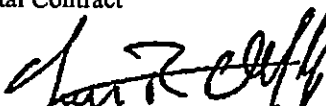
Charles Wolf  
Winkler County  
100 E. Winkler  
Kermit, TX 79745

Re: County of Winkler - EMS & Dispatch Station No. 1

BRW Project No: 220020.00

Services rendered through January 31, 2021

	Contract Amount	Percent Complete	Total Complete	Prior Billed	Current Billed
<b>PROFESSIONAL SERVICES</b>					
AS: Programing & Concept Design	18,500.00	100.00	18,500.00	18,500.00	0.00
Schematic Design	64,000.00	100.00	64,000.00	64,000.00	0.00
Design Development	64,000.00	100.00	64,000.00	64,000.00	0.00
Construction Documents	96,000.00	100.00	96,000.00	96,000.00	0.00
Bidding	16,000.00	100.00	16,000.00	15,200.00	800.00
Construction Administration	80,000.00	5.00	4,000.00	0.00	4,000.00
Subtotal	<u>338,500.00</u>	<u>77.55</u>	<u>262,500.00</u>	<u>257,700.00</u>	<u>4,800.00</u>
<b>ADDITIONAL SERVICES</b>					
Geotechnical Report	8,925.00	100.00	8,925.00	8,925.00	0.00
Topographic Survey	11,000.00	100.00	11,000.00	11,000.00	0.00
Civil Engineering	41,600.00	100.00	41,600.00	41,600.00	0.00
Boundary Survey	6,820.00	100.00	6,820.00	6,820.00	0.00
Preliminary & Final Platting	11,150.00	67.09	7,480.00	5,575.00	1,905.00
DA Maps & Stormwater Detention	6,500.00	100.00	6,500.00	6,500.00	0.00
Landscape & Irrigation Design	14,000.00	100.00	14,000.00	14,000.00	0.00
Structured Slab Design	4,800.00	0.00	0.00	0.00	0.00
Technology & AV Design Services	4,000.00	100.00	4,000.00	4,000.00	0.00
Energy Code Commissioning	6,300.00	0.00	0.00	0.00	0.00
Subtotal	<u>115,095.00</u>	<u>87.17</u>	<u>100,325.00</u>	<u>98,420.00</u>	<u>1,905.00</u>
<b>REIMBURSABLE EXPENSES</b>					
Expenses	28,000.00	15.60	4,366.68	3,621.68	745.00
Total Contract	<u>481,595.00</u>	<u>76.24</u>	<u>367,191.68</u>	<u>359,741.68</u>	<u>7,450.00</u>
<b>Invoice Total</b>					<b>\$7,450.00</b>

  
FRED CLIFFORD, AIA, SK. DIRECTOR

Abadi Architecture and Accessibility Inc.  
7516 DANFIELD COURT  
Dallas, TX 75252 US



# INVOICE

**BILL TO**  
BRW Architects  
Attn: Ryan Lawrence  
3535 Travis St. # 250 LB 102  
Att: Ielani Bucki  
Dallas, TX 75204

**INVOICE #** 202011\_01.01  
**DATE** 01/18/2021  
**DUE DATE** 02/01/2021  
**TERMS** Due on receipt

**TDLR PROJECT #**  
2021003675

**PROJECT NAME**  
County of Winkler EMS Station

**PO/PROJECT #**  
220020

ACTIVITY	AMOUNT
accessibility services:TDLR Review Review	545.00
accessibility services:TDLR Filing Fee Filing Fee	200.00

If you have already sent in your payment, please disregard this invoice. PLEASE INCLUDE OUR INVOICE NUMBER WITH YOUR PAYMENT.

Thank you for your Business. If you have any questions email [accounting@abadiaccess.com](mailto:accounting@abadiaccess.com) or call 469-388-9024

**BALANCE DUE**

**\$745.00**