



Ector County Commissioners' Court

May 14, 2024

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,
Odessa, Texas

CALL TO ORDER- Judge Dustin Fawcett

INVOCATION- Commissioner Mike Gardner

PLEDGE OF ALLEGIANCE- United States and Texas

SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS

1. Public Participation/Comments, Shelby Rigtrup- County Judge Admin. Assistant:

To receive public comments on non-agenda related items.

2. 2024-2025 Budget Schedule & Priorities, Dustin Fawcett- Ector County Judge:

To consider, discuss, and take any necessary action regarding the Fiscal Year 2024-2025 budget schedule and priorities.

3. Intoxilyzer Supervisor Transition, David Legg- Intoxilyzer Supervisor:

To consider, discuss, and take any necessary action to introduce Lisa Fondren as the new Intoxilyzer Supervisor; Lisa will be taking over David Legg's position after his retirement.

4. Property Tax Exemption Order: Childcare Facilities, Dustin Fawcett- Ector County Judge:

To consider, discuss, and take any necessary action regarding an *Order Adopting a Property Tax Exemption for Qualifying Childcare Facilities* for Ector County, and authorize the County Judge, County Commissioners, and County Clerk to sign all documents associated with this agenda item.

5. Board of Trustees of PermiaCare Reappointment, Cheryl McLaughlin- PermiaCare:

To consider, discuss, and take any necessary action to approve the reappointment of Gus Ortega to the Board of Trustees of PermiaCare; Mr. Ortega has been on the Board since 2015.

6. *Cell Phone Allowance, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to approve a monthly cell phone allowance for Public Works Director Jeffrey Avery from account #002-810-5151, and authorize the County Judge to sign all documents associated with this agenda item.

7. *Wheeler Road Speed Limit, Marisela Campos- Public Works Assistant Director:*

To consider, discuss, and take any necessary action to raise the speed limit along Wheeler Road from 45 MPH to 55 MPH.

8. *Odessa College Donation, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action regarding Ector County donating bars and other hardware to Odessa College from the old jail at the Courthouse; this can be done per Texas Local Government Code Sec. 262.152.

AWARD OF BIDS/PROPOSALS

9. *Auctioneer Services Extension/Renewal, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action regarding a one-year extension/renewal for *On-Line Auctioneer Services* with Rene Bates Auctioneers.

10. *Request for Bid Award: Caliche Roads, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action regarding the Award on the *Caliche Roads Request for Bid* to Permian Paving Inc., and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

11. *Request for Bid Award: Tripp Avenue (Phase I), Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action regarding the Award of the *Tripp Avenue (Phase I) Request for Bid* to Reece Albert, Inc., and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

12. *Request for Bid Award: Road Materials, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action regarding the Awards on the *Highways and Streets Road Materials Request for Bid*, to Ergon Asphalt, P2 Emulsions, Hunter Ready Mix, Capital Aggregate, Universall Trucking, CSA Materials, and Vulcan Materials, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

13. *New Courthouse Design Build Services, Lucy Soto- Purchasing Director, John Henderson- Commissioners' Court Attorney and Grant Writer:*

To consider, discuss, and take any necessary action on the *Request for Qualifications Specifications and Master Service Agreement* for the building of the new Ector County Courthouse, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item; this will be completed using a Design Build Solicitation.

14. *Courthouse Elevator Upgrade, Billy Carrigan- Building Maintenance Director:*

To consider, discuss, and take any necessary action regarding a quote from Otis Elevator to upgrade two Courthouse elevators, and authorize the County Judge to sign all documents associated with this agenda item.; the total funding amount for this project is \$922,981.00.

15. *Courthouse Fence Project, Billy Carrigan- Building Maintenance Director:*

To consider, discuss, and take any necessary action regarding a proposal from All-State Fence & Supply Co., for a new fence at the Ector County Courthouse, and authorize the County Judge to sign all documents associated with this agenda item; the total amount for this project is \$55,432.00 after the addition of two gate operators and one exit loop, and the funding will be taken from Courthouse Security budget line-item #017-220-5507.

CONTRACTS/AGREEMENTS/GRANTS

16. *TAC Property Renewal Schedule, Dana McWilliams- Human Resources Director:*

To consider, discuss, and take any necessary action to approve the Texas Association of Counties (TAC) and Ector County 2024-2025 *Property Insurance Renewal Questionnaire*, and authorize the County Judge to sign all documents associated with this agenda item.

17. *Premise Health Medical Services Agreement Amendment, Dana McWilliams- Human Resources Director:*

To consider, discuss, and take any necessary action to approve an Amendment to the *Medical Services Agreement* between Ector County and Premise Health Employer Solutions, LLC., and authorize the County Judge to sign all documents associated with this agenda item.

18. *Interlocal Inmate Housing Agreement: Winkler County, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action regarding the *Interlocal Inmate Housing Agreement* between the Ector County Sheriff's Office and the Winkler County Sheriff's Office, including an increase in the per diem rate, and authorize the County Judge, County Auditor, and Sheriff to sign all documents associated with this agenda item.

PERSONNEL REQUESTS

19. *Airport Manager, John Henderson- Commissioners' Court Attorney and Grant Writer:*

To consider, discuss, and take any necessary action to approve the job description, the salary range, and the posting of the position for the Airport Manager at Ector County/Odessa-Schlemeyer Field Airport.

PLANNING AND DEVELOPMENT

20. *Replat: Gage Acres (Section 5), Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action on a Replat of Lot 9, Block 4, Gage Acres, Section 5-- a subdivision of Ector County, being a 4.39-acre tract of land in Section 5, Block 42, Precinct #4, and authorize County Judge to sign all documents associated with this agenda item.

21. *MHRC Application: 10197 W Westridge Dr., Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action on an MHRC Application, located at 10197 W. Westridge Dr., Precinct #1, and authorize the County Judge to sign all documents associated with this agenda item.

22. *MHRC Application: 10620 W Palomino Dr., Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action on an MHRC Application, located at 10620 W. Palomino Dr., Precinct #1, and authorize the County Judge to sign all documents associated with this agenda item.

23. *MHRC Development: 2511, 2513, & 2515 W. 81st Street, Eddie Landrum- Planning and Development Director:*

To consider, discuss, and take any necessary action regarding an MHRC Development, located at 2511, 2513, and 2515 W. 81st Street., Precinct #1, and authorize the County Judge to sign all documents associated with this agenda item.

CONSENT AGENDA

24. *Proposed Consent Agenda, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action regarding the following Proposed Consent Agenda:

24a.) Line-Item Transfer- 161st District Court:

To consider, discuss, and take any necessary action to approve a line-item transfer to General Fund, 161st District Court, Professional Dues & Fees, 001-070-5302 from Office Supplies, 001-070-5171 for \$200.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

24b.) Line-Item Transfer- Auditor's Office:

To consider, discuss, and take any necessary action to approve a line-item transfer to General Fund, Auditor, Software Maintenance Contracts, 001-260-5283 for \$5,237.00, and Departmental Furniture & Equipment for \$5,000.00 from Full Time Salaries, 001-260-5103 for \$10,237.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

25. *Financial Reports/Statements, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to approve the Accounts Payable Fund Requirements Report for May 14th, 2024, and review County financial statements and reports.

EXECUTIVE SESSION

26. *Legal Matters, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider and discuss legal matters pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code.

27. *Real Estate, Shelby Rigtrup- County Judge Admin. Assistant:*

To consider and discuss real estate issues/transactions pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code.

28. *Personnel Matters, Shelby Rigtrup- County Judge Admin. Assistant:*

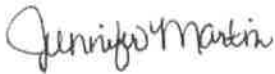
To consider and discuss personnel matters pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code.

ADJOURN

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on May 09, 2024
At 09:33 AM



Ector County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

X 

Dustin Fawcett
Ector County Judge

ATTEST:

X 
Jennifer Martin
County Clerk

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ECTOR COUNTY
2024-2025 BUDGET CALENDAR
(Note: These dates are aspirational and subject to revisions)

March	Select grievance committee members.
Monday 4/1/24	Send budget request forms to elected officials and department heads.
Tuesday 04/30/24	ALL BUDGET REQUEST FORMS ARE DUE IN COUNTY JUDGE'S OFFICE.
May 2024	County Judge schedules budget hearings for departments to meet individually with the County Judge, Auditor, and One Commissioner to go over budget requests.
Friday 6/7/24	Post agenda notice for budget meeting/hearing to be held on June 11, 2024.
Tuesday 6/11/24	Commissioners Court to begin 2024-2025 Budget Request Hearings immediately following the regularly scheduled commissioner's court meeting.
Wednesday 6/12/24	Commissioners Court to resume 2024-2025 Budget Request Hearings.
Thursday 6/13/24	Commissioners Court to resume 2024-2025 Budget Request Hearings.
Friday 6/14/24	Commissioners Court to resume 2024-2025 Budget Request Hearings.
Thursday 7/25/24	<u>CERTIFIED TAX ROLL RECEIVED BY COUNTY JUDGE.</u>
Tuesday 8/6/24	Written notice to elected officials re salary
Tuesday 8/6/24	County Judge files budget proposal per Texas Local Government Codes 111.003 and 111.006
5 days after	Salary grievances due written notice
Week of 8/05/24	Run newspaper ad for one week advising of a Public Hearing on Budget, Salaries, Tax Rate Calculations and possible Public Hearing on Tax Rate (must be separate hearings) commencing at 10:00 A.M. on Tuesday, August 27, 2024. (at least 10 days prior nor more than 30 prior to hearings)
Friday 8/09/24	Post agenda notice for Commissioners Court meeting to vote to approve <u>PROPOSED 2024-2025 Budget,</u> schedule public hearing on tax increase, schedule public hearing on 2025 budget.
Tuesday 8/13/24	Vote to propose <u>PROPOSED 2024-2025 ECTOR COUNTY BUDGET.</u> File a copy of the <u>2024-2025 PROPOSED BUDGET</u> with the County Clerk for a period of at least fifteen (15) days.

ECTOR COUNTY
2024-2025 BUDGET CALENDAR

(Note: These dates are aspirational and subject to revisions)

Friday
8/23/24 Post meeting notice for a Public Budget Hearing to commence at **10:00 A.M.** on Tuesday, August 27, 2024.

Tuesday
8/27/24 Public Budget & possible Tax Hearing(s) to commence at **10:00 A.M.** to hear comments from the public regarding the **PROPOSED 2024-2025 ECTOR COUNTY BUDGET**. All corrections/revisions to the proposed budget may be made at this time, if necessary. Vote to ACCEPT the **2024-2025 ECTOR COUNTY BUDGET**.

Friday
8/23/24 Post agenda notice for adoption of the **2024-2025 ECTOR COUNTY BUDGET**, set tax rate, set the exemptions and set early payment discounts.

Tuesday
8/27/24 Commissioners Court to **ADOPT** the **2024-2025 ECTOR COUNTY BUDGET**, **ADOPT 2024-2025 TAX RATE**, set the exemptions and set early payment discounts if any.

**ORDER ADOPTING A PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE
FACILITIES**

Whereas, during its 88th Regular Legislative Session, the Texas Legislature passed Senate Bill 1145 ("SB 1145") and Senate Joint Resolution 64 ("SJR 64"); and

Whereas, SJR 64 proposed an amendment to the Texas Constitution to authorize cities and counties to provide property tax relief by approving an exemption for eligible child-care facilities of no less than 50 percent of the appraised value on all or part of the property used to operate a qualifying child-care facility, and this proposition ("Proposition 2") was approved by Texas voters during the November 7, 2023 Constitutional Amendment Election; and

Whereas, the approval of Proposition 2 resulted in the addition of Section 1-r to Article VIII of the Texas Constitution on November 7, 2023; and

Whereas, SB 1145 is the enabling legislation for Section 1-r of Article VIII of the Texas Constitution and became effective January 1, 2024; and

Whereas, the Ector County community is approaching the expiration of federal funding that has allowed many child-care providers to stay open and retain staff during the COVID-19 pandemic; and

Whereas, child-care providers, early childhood educators, and working families will experience increased instability as federal relief funding expires later this year; and

Whereas, offering tax relief for child-care centers will support continued access to quality child-care for Ector County families.

Now, Therefore, Be It Ordered: that the Ector County Commissioners' Court, as authorized by Texas Tax Code Section 11.36, hereby adopts an exemption, to be effective in tax year 2024, entitling qualified persons to an exemption from taxation by the County of _____ percent of the appraised value of:

- (1) the real property the person owns and operates as a qualifying child-care facility; or
- (2) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

Passed and approved on this _____ day of _____, 2024.

ECTOR COUNTY COMMISSIONERS' COURT

Dustin Fawcett, County Judge

Mike Gardner, Precinct 1

Greg Simmons, Precinct 2

Don Stringer, Precinct 3

Billy Hall, Precinct 4

Attest:

Jennifer Martin, County Clerk

CHANGE IN STATUS FORM – SALARY CHANGE/TRANSFER/DROP FROM PAYROLL

EFFECTIVE DATE OF CHANGE 5/14/2024 DEPARTMENT PUBLIC WORKS

PAYROLL NAME OF EMPLOYEE JEFFREY AVERY

STATUS: ☒ SALARY CHANGE ☐ TRANSFER ☐ DROP FROM PAYROLL
(include with Separation Notice)

CURRENT JOB TITLE & GRADE _____ STEP _____

PROPOSED JOB TITLE & GRADE _____ STEP _____

☐ REGULAR ☐ TEMPORARY
☐ FULL-TIME ☐ PART-TIME

PROPOSED SALARY FUND ACCOUNT # _____ AMOUNT \$ _____

*SUPPLEMENTAL SALARY ACCOUNT # _____ AMOUNT \$ _____

(*Note: Not all positions have supplemental salary amounts. If it does not apply, mark N/A)

SPECIAL INSTRUCTIONS FOR ADDITIONAL SUPPLEMENTAL AMOUNTS (if any):

_____ Auto Allowance Amount \$ _____ from Account # _____

☒ Cell Phone Allowance Amount \$ 600 from Account # 002-810-5151

_____ Other Allowance/Supplement \$ _____ from Account # _____
(Name other Allowance/Supplement _____)

NAME & TITLE OF EMPLOYEE BEING REPLACED _____

BUDGETED SALARY FOR JOB TITLE \$ _____

**NOTE: IF SALARY REQUESTED IS NOT WITHIN BUDGETED ENTRY LEVEL SALARY FOR THIS POSITION,
PLEASE ATTACH A COPY OF THE APPROVED BUDGET AMENDMENT ORDER.**

Signature of Elected Official/Department Head

Date

PAYROLL USE ONLY

EMPLOYEE NUMBER _____

FROM _____ HOURLY RATE TO _____ HOURLY RATE

DATE PROCESSED _____ PROCESSED BY _____



ECTOR COUNTY, TEXAS

Renewal Memo

To: Michelle Bates, Rene Bates Auctioneers
From: Lucy Soto, Purchasing
Date: April 22, 2024
Re: Request for Proposal Renewal

We are coming up to the end of your company's proposal contract for **AUCTIONEER SERVICES** for Ector County Governmental Purchasing Group. The proposal specifies an option to extend the bid yearly, by mutual consent of all parties at the same terms and conditions including compensation/commission rate/fee of 5%. Would Rene Bates Auctioneers like to extend this bid for the one-year extension period (May 14, 2024 – May 13 2025)? Attached is a copy of your current award letter. Please use this form to notify me if your company would like to extend the bid. Fill out and email this form back to me at lucy.soto@ectorcountytexas.gov or mail to Purchasing Dept., 1010 East 8th, Odessa, TX 79761. Your prompt response is much appreciated. Thank you.

☒ Yes, my company would like to extend the proposal.

☐ No, my company would not like to extend the proposal.

Rene Bates Auctioneers, Inc.
Company Name

Michelle Bates
Signature of Company Representative

Address: 1650 W. Virginia St., Ste. 104

McKinney, Texas 75069

Phone/Fax: (972) 548-9636 / _____



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lca@lcaodessa.com

521 N. Texas Ave. • Odessa, Texas 79761

(432) 332-5058 or 580-8812 • Fax (432) 332-8812

Engineering Firm# 001363 • Surveying Firm# 10034300

May 6, 2024

Ector County Commissioners Court
1010 E. 8th Street
Odessa, Texas 79761

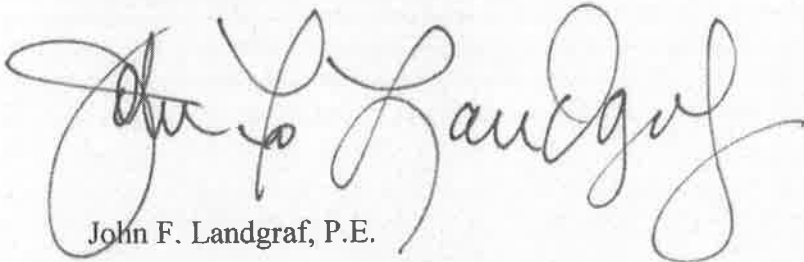
RE: Caliche Roads
Ector County Bid No. 2024-IFB-012
LCA Job No. 2023-007

Dear Ector County Commissioners Court,

We have tabulated and reviewed the bids received on April 23, 2024, on the referenced project. (Please see attachments)

We would recommend that the contract be awarded to the low bidder, Permian Paving, Inc.. This bid is less than the engineer's estimate. Construction can begin May 15, 2024, with 150 calendar days for the duration of the project.

Sincerely,
Landgraf, Crutcher and Associates, Inc.



John F. Landgraf, P.E.

BID TABULATION
ECTOR COUNTY CALICHE ROADS
LCA Job 2023-007

Item	Qty	Unit	Estimated Quantities	Reece Albert		Permian Paving		CK Newberry	
			Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	72	S.Y.	Furnish equipment and labor to Demo existing Asphalt Paving	\$143.52	\$10,333.44	\$100.00	\$7,200.00	\$100.00	\$7,200.00
2	52,842	S.Y.	Furnish material, equipment, and labor to rough cut all Streets for Base (to subgrade ± 0.2')	\$9.84	\$519,965.28	\$4.50	\$237,789.00	\$15.00	\$792,630.00
3	52,842	S.Y.	Furnish material, equipment, and labor for 8" subgrade preparation	\$3.32	\$175,435.44	\$4.50	\$237,789.00	\$6.00	\$317,052.00
4	52,342	S.Y.	Furnish equipment and labor for 8" Crushed Caliche Base	\$22.38	\$1,171,413.96	\$12.00	\$628,104.00	\$30.00	\$1,570,260.00
5	52,342	S.Y.	Furnish and place in Streets, Two Course Surface Treatment (Double Penetration Surface)	\$12.64	\$661,602.88	\$0.00	\$0.00	\$0.00	\$0.00
6	5,488	S.Y.	Furnish equipment and labor for 6" Compacted Caliche for Entrances	\$59.88	\$328,621.44	\$12.00	\$65,856.00	\$25.00	\$137,200.00
7	58	EA.	Furnish material, equipment, and labor to remove & relocate Mailboxes	\$449.66	\$26,080.28	\$500.00	\$29,000.00	\$300.00	\$17,400.00
8	51	EA.	Furnish material, equipment, and labor to remove & relocate Dumpsters	\$191.15	\$9,748.65	\$250.00	\$12,750.00	\$200.00	\$10,200.00
9	500	S.Y.	Furnish material, equipment, and labor to place 6" Reinforced Concrete Pavement	\$197.62	\$98,810.00	\$180.00	\$90,000.00	\$200.00	\$100,000.00
10	1	LS	Furnish, install and maintain all SWPPP Controls	\$91,673.93	\$91,673.93	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
11	1	LS	Furnishing, installing and maintaining Traffic Control	\$52,997.87	\$52,997.87	\$500.00	\$500.00	\$50,000.00	\$50,000.00
12	1	LS	Mobilization and De-Mobilization	\$236,054.86	\$236,054.86	\$150,000.00	\$150,000.00	\$500,000.00	\$500,000.00
Total BASE BID				\$3,382,738.03		\$1,468,988.00		\$3,526,942.00	
Date to Begin				7/1/2024		5/15/2024		6/3/2024	
Calendar Days				75		150		105	

Item	Qty	Unit	ALTERNATE BID						
			Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	52,342	S.Y.	Delete Item #5 for Two Course Surface Treatment (Double Penetration Surface)	-\$12.64	-\$661,602.88	\$0.00	\$0.00	\$0.00	\$0.00
2	52,342	S.Y.	Furnish material, equipment and labor to place 3" HMAC - Type "D"	\$37.80	\$1,978,527.60	\$28.99	\$1,517,394.58	\$34.00	\$1,779,628.00
3	21,468	L.F.	Furnish material, equipment and labor to place Shoulder up material	\$3.55	\$76,211.40	\$0.50	\$10,734.00	\$4.00	\$85,872.00
Total ALTERNATE BID				\$1,393,136.12		\$1,528,128.58		\$1,865,500.00	
Total Base Bid with Alternate Bid				\$4,775,874.15		\$2,997,116.58		\$5,392,442.00	



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Engineering Firm# 001363 • Surveying Firm# 10034300

May 6, 2024

Ector County Commissioners Court
1010 E. 8th Street
Odessa, Texas 79761

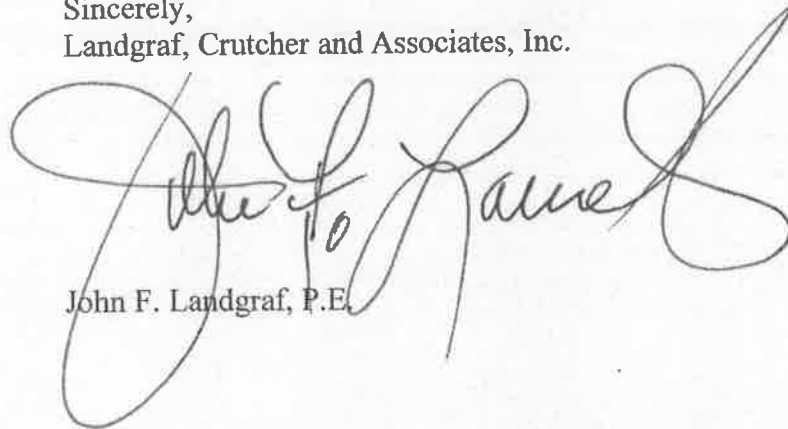
RE: Tripp Avenue
Ector County Bid No. 2024-IFB-013
LCA Job No. 2023-008

Dear Ector County Commissioners Court,

We have tabulated and reviewed the bids received on April 29, 2024, on the referenced project. (Please see attachments)

We would recommend that the contract be awarded to the low bidder, Reece Albert, Inc.. This bid is less than the engineer's estimate. Construction can begin on July 1, 2024, with 300 calendar days for the duration of the project.

Sincerely,
Landgraf, Crutcher and Associates, Inc.



John F. Landgraf, P.E.

ECTOR COUNTY TRIPP AVENUE
ECTOR COUNTY BID #24-IFB-013
LCA JOB 2023-008

Bid Item	Qty & Unit		Description	Reece Albert		Salinas		Permian Paving		Jones Bros.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	33,900	S.Y.	Furnish equipment, and labor to demo and remove existing base and asphalt	\$7.20	\$244,080.00	\$21.65	\$733,935.00	\$13.50	\$457,650.00	\$7.25	\$245,775.00
2	42,080	S.Y.	Furnish material, equipment and labor for 8" subgrade preparation	\$2.65	\$111,512.00	\$3.68	\$154,854.40	\$7.00	\$294,560.00	\$23.89	\$1,005,291.20
3	42,080	S.Y.	Furnish material, equipment and labor to place Crushed Caliche Base (8" thickness)	\$12.15	\$511,272.00	\$17.56	\$738,924.80	\$12.50	\$526,000.00	\$27.69	\$1,165,195.20
4	42,080	S.Y.	Furnish material, equipment and labor for application of Prime Seal Coat	\$1.75	\$73,640.00	\$8.23	\$346,318.40	\$2.59	\$108,987.20	\$4.25	\$178,840.00
5	39,414	S.Y.	Furnish and place, 3" Type D HMA	\$34.50	\$1,359,783.00	\$24.24	\$955,395.36	\$33.00	\$1,300,662.00	\$34.35	\$1,353,870.90
6	18,026	L.F.	Furnish material, equipment and labor to place 4" Solid White Stripe	\$0.90	\$16,223.40	\$1.06	\$19,107.56	\$5.00	\$90,130.00	\$0.96	\$17,304.96
7	22,965	L.F.	Furnish material, equipment and labor to place 4" Solid Yellow Stripe	\$0.90	\$20,668.50	\$1.12	\$25,720.80	\$5.00	\$114,825.00	\$0.96	\$22,046.40
8	4	EA.	Furnish material, equipment and labor to place Solid White Arrow (Straight & Right)	\$784.00	\$3,136.00	\$3,325.53	\$13,302.12	\$5,000.00	\$20,000.00	\$840.00	\$3,360.00
9	5	EA.	Furnish material, equipment and labor to place Solid White Arrow (Left)	\$392.00	\$1,960.00	\$885.61	\$4,428.05	\$5,500.00	\$27,500.00	\$420.00	\$2,100.00
10	1	EA.	Furnish material, equipment and labor to place Solid White Arrow (Left)	\$392.00	\$392.00	\$2,958.03	\$2,958.03	\$5,500.00	\$5,500.00	\$420.00	\$420.00
11	5	EA.	Furnish material, equipment and labor to place Solid White Arrow (Straight)	\$392.00	\$1,960.00	\$393.41	\$1,967.05	\$5,500.00	\$27,500.00	\$420.00	\$2,100.00
12	6	EA.	Furnish material, equipment and labor to place Solid White "ONLY"	\$560.00	\$3,360.00	\$1,820.26	\$10,921.56	\$5,500.00	\$33,000.00	\$600.00	\$3,600.00
13	5	EA.	Furnish material, equipment and labor to place 4'X12' Solid White Stop Bars	\$560.00	\$2,800.00	\$3,115.53	\$15,577.65	\$5,550.00	\$27,750.00	\$600.00	\$3,000.00
14	150	Days	Furnish 4 Portable Changeable Message Signs	\$250.00	\$37,500.00	\$295.11	\$44,266.50	\$2,000.00	\$300,000.00	\$770.00	\$115,500.00
15	403	S.Y.	Furnish material, equipment and labor to construct Concrete Valley Gutters	\$151.65	\$61,114.95	\$236.32	\$95,236.96	\$250.00	\$100,750.00	\$540.00	\$217,620.00
16	3	EA.	Furnish material, equipment and labor to place Advance Stop Ahead Signs with Solar Flashing Beacon Lights, (16th & 42nd)	\$9,522.00	\$28,566.00	\$11,562.95	\$34,688.85	\$2,500.00	\$7,500.00	\$10,201.20	\$30,603.60
17	3	EA.	Furnish material, equipment and labor to place Stop Signs with Solar Flashing Beacon Lights, (16th & 42nd)	\$9,522.00	\$28,566.00	\$11,562.95	\$34,688.85	\$2,500.00	\$7,500.00	\$10,201.20	\$30,603.60
18	6	EA.	Furnish and install all Road May Flood Signs (W8-18)	\$1,056.00	\$6,336.00	\$537.95	\$3,227.70	\$2,000.00	\$12,000.00	\$1,131.60	\$6,789.60
19	11	EA.	Furnish and install all Roadway Signs	\$1,101.00	\$12,111.00	\$590.45	\$6,494.95	\$2,000.00	\$22,000.00	\$1,005.60	\$11,061.60
20	38	S.Y.	Furnish material, equipment and labor to re-grade and re-shape Caliche Alley Way	\$147.05	\$5,587.90	\$229.57	\$8,723.66	\$100.00	\$3,800.00	\$10.25	\$389.50
21	3,861	S.Y.	Furnish material, equipment and labor to re-grade and re-shape Caliche Driveway	\$40.20	\$155,212.20	\$50.03	\$193,165.83	\$9.00	\$34,749.00	\$35.86	\$138,455.46
22	249	S.Y.	Furnish equipment and labor to Demo Asphalt	\$7.70	\$1,917.30	\$36.88	\$9,183.12	\$18.00	\$4,482.00	\$28.69	\$7,143.81
23	4,353	L.F.	Furnish material, equipment and labor to construct 6" Standard Curb and Gutter	\$30.30	\$131,895.90	\$31.80	\$138,425.40	\$60.00	\$261,180.00	\$225.45	\$981,383.85
24	120	L.F.	Furnish material, equipment and labor to construct 6" Laydown Curb and Gutter	\$38.80	\$4,656.00	\$92.83	\$11,139.60	\$60.00	\$7,200.00	\$336.00	\$40,320.00
25	2,263	S.Y.	Furnish material, equipment and labor to place 6" Reinforced Concrete Pavement	\$153.95	\$348,388.85	\$110.86	\$250,876.18	\$250.00	\$565,750.00	\$440.00	\$995,720.00
26	1	EA.	Furnish equipment and labor to Relocate the Fire Hydrant	\$8,400.00	\$8,400.00	\$5,993.52	\$5,993.52	\$50,000.00	\$50,000.00	\$12,000.00	\$12,000.00
27	39	EA.	Furnish material and labor to adjust Water Valve in Pavement	\$2,070.00	\$80,730.00	\$914.09	\$35,649.51	\$4,500.00	\$175,500.00	\$1,800.00	\$70,200.00
28	79	S.Y.	Furnish material, equipment, and labor to place 6" reinforced concrete for Concrete Driveways	\$162.95	\$12,873.05	\$147.08	\$11,619.32	\$250.00	\$19,750.00	\$1,020.00	\$80,580.00
29	243	S.Y.	Furnish material, equipment, and labor to Replace Asphalt Paved Driveways	\$77.10	\$18,735.30	\$86.51	\$21,021.93	\$65.00	\$15,795.00	\$44.44	\$10,798.92
30	223	S.Y.	Furnish equipment and labor to Demo Concrete Paved Driveways	\$60.80	\$13,558.40	\$60.53	\$13,498.19	\$40.00	\$8,920.00	\$35.00	\$7,805.00
31	305	L.F.	Furnish equipment and labor to Demo Curb & Gutter	\$30.70	\$9,363.50	\$22.39	\$6,828.95	\$35.00	\$10,675.00	\$10.55	\$3,217.75
32	30	EA.	Furnish material, equipment and labor to Remove & Replace Mailboxes	\$640.00	\$19,200.00	\$234.41	\$7,032.30	\$500.00	\$15,000.00	\$450.00	\$13,500.00
33	1	LS	Furnish, install and maintain all all SWPPP Controls	\$100,275.00	\$100,275.00	\$23,566.14	\$23,566.14	\$60,000.00	\$60,000.00	\$229,669.00	\$229,669.00
34	1	LS	Furnish, install and maintain all signs, barricades, pavement markers Traffic Handling	\$64,830.00	\$64,830.00	\$38,283.63	\$38,283.63	\$300,000.00	\$300,000.00	\$1,288,000.00	\$1,288,000.00
35	1	LS	Mobilization and De-Mobilization	\$637,565.75	\$637,565.75	\$657,724.67	\$657,724.67	\$450,000.00	\$450,000.00	\$2,125,000.00	\$2,125,000.00
TOTAL BID				\$4,138,170.00		\$4,674,746.54		\$5,466,615.20		\$10,419,265.35	
DATE TO BEGIN				7/1/2024		7/1/2024		5/15/2024		7/15/2024	
CALENDAR DAYS				300		345		260		450	

ECTOR COUNTY
HIGHWAYS & STREETS ROAD MATERIAL AWARDS
Odessa, Texas 79761
May 7, 2024

TO: Whom this Concerns

FROM: Jeffery Avery, Marisela Campos, and Lucy Soto

SUBJECT: Highways & Streets Road Materials Recommendation to Commissioners' Court

The following are award recommendations for Highways and Streets Road Materials to be approved by the Ector County Commissioners Court on May 14, 2024.

I. Liquid Asphalt Emulsions: 05/14/24 - 05/13/25 (1 year)

A. CHFRS-2P – EMULSION

1. Ergon Asphalt: \$3.40/gal, Delivered
 - Demurrage: \$25.00 per 15 minutes after one hour detention
2. P² Emulsions: \$3.29/gal, Delivered
 - Demurrage: \$20.00 per 15 minutes after one hour detention

B. CSS-1H – EMULSION

1. Ergon Asphalt: \$2.85/gal, Delivered
 - Demurrage: \$25.00 per 15 minutes after one hour detention
2. P² Emulsions: \$2.96/gal, Delivered
 - Demurrage: \$20.00/15 minutes after one hour detention

C. P² Road Stabilizer – EMULSION

1. P² Emulsions: \$2.69/gal, Delivered
 - Demurrage: \$20.00/15 minutes after one hour detention

D. P² Road Overcoat (ROC) – EMULSION

1. P² Emulsions: \$3.10/gal, Delivered
 - Demurrage: \$20.00/15 minutes after one hour detention

II. Seal Coat Aggregate: 05/14/24 - 05/13/25 (1 year)

A. Crushed Stone, Type B, Grade 5 Washed:

1. Hunter Ready Mix: \$33.00/ton, Delivered
2. Capital Aggregate: \$42.84/ton, Delivered

B. Crushed Stone, Type B, Grade 4 Washed:

1. Hunter Ready Mix: \$33.00/ton, Delivered

III. Water: 05/14/24 - 05/13/25 (1 year)

1. Universall Trucking: \$14.70/barrel (42 gallons) – picked up by Ector County

IV. ASPPM – All Season Pre-Coated Patching Mixture: 05/14/24 – 05/13/25 (1 year)

1. CSA Materials: \$250.00/ton, Delivered
2. Vulcan Materials: \$183.60/ton, Delivered



2024-RFQ-014

DESIGN BUILD SERVICES FOR NEW COURTHOUSE

RFQ 2024-RFQ-014

RELEASE DATE: May 14, 2024

DEADLINE FOR QUESTIONS: June 4, 2024

VIRTUAL PRE-PROPOSAL MEETING: Wednesday, May 29, 2024 at
<https://rb.gy/0hhuu3>

SITE VISIT: June 3, 2024 from 9:00am to 4:00pm

RESPONSE DEADLINE: June 20, 2024, 2:00 pm

SEALED RESPONSES CAN BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/ectorcountytx>

OR

SUBMITTED VIA MAIL TO THE PURCHASING DEPARTMENT:

Attn: Lucy Soto
1010 E. 8th Street, Room 110,
Odessa, Texas 79761

See attached specifications and conditions

**ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY
QUALIFIED STATEMENT OF QUALIFICATIONS OR REJECT ANY OR ALL SOQS**

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

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2024-RFQ-014

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Ector County proposes utilizing the Design Build procurement process set for in Sec. 2269.301 - .311 of the Texas Local Government Code. The estimated budget for construction which includes all contractor fees and construction contingencies is between \$120M - \$350M depending upon the use of the project which shall be determined in the future by the County. Construction is scheduled to be performed as soon as funding is obtained, plans are completed and permits are received.

Ector County reserves the right to accept or reject any or all responses, to waive all informalities and irregularities and to make a selection in the best interest of the County.

The information contained in this document does not, and is not intended to, constitute legal advice; instead, all information, content, and materials contained in this document are for general informational purposes only. The information herein may not constitute the most up-to-date legal or other information. No reader, or user of this document should act or refrain from acting on the basis of information in this document without first seeking legal advice from counsel in the relevant jurisdiction. All liability with respect to actions taken or not taken based on the contents of this document are hereby expressly disclaimed.

If any of the above items are not included, you should immediately contact the Ector County Purchasing Department located at 1010 E. 8th Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at lucy.soto@ectorcountytexas.gov, and request the missing information.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the Request for Qualification document's conditions and/or specifications.

1. GENERAL CONDITIONS

The Ector County Commissioner's Court is requesting Statement Of Qualifications (SOQ) from qualified firms for Design Build Services for New Courthouse in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

1.1. PURPOSE

The purpose of these specifications is to provide sufficient information to allow respondents the opportunity to propose on the requirements for a Design Build Services for New Courthouse.

1.2. GENERAL INFORMATION

- A. A complete statement of qualifications consists of the return of the Statement of Qualifications (SOQs), attachments, certifications, enclosures herein, properly and legibly executed, and responses to the technical section.
- B. **Questions:** Any technical questions concerning requested service, specifications and/or document preparation prior to the solicitation opening date should be added to the "Question & Answer" Tab on this software <https://www.co.ector.tx.us/page/ector.opengovbidsandproposals>.
- C. **Hard Copy Submissions:** Ector County requests that OpenGov eProcurement Portal be used for submissions of Statements of Qualifications (SOQs), however will accept hard copy SOQs. For Firms that prefer to submit hard copy in writing, please contact Lucy Soto **and** Dianna Navarrette at Lucy.Soto@ectorcountytexas.gov **and** Dianna.Navarrette@ectorcountytexas.gov so that this can be accommodated.
- D. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Ector County Purchasing Department. Addenda will issued through the eProcurement Portal.
- E. It is understood that Ector County reserves the right to accept or reject any/or all SOQ's and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any SOQ shall under no circumstances obligate Ector County to accept the lowest offer.
- F. **Altering Statements:** SOQ cannot be altered or amended after RFQ closing. Any alteration or erasure made before RFQ closing time must be initialed by signer of the SOQ, guaranteeing authenticity. After the due date, SOQ's become the property of Ector County.
- G. No oral, no email or facsimile statements of qualifications will be considered.

- H. A SOQ may not be withdrawn for a period of ninety (90) days after RFQ closing and respondents so agree upon submittal of their RFQ.
- I. **Opening of Statements:** SOQ's will be received and publicly opened at the location, date and time stated in the Timeline. Respondents, their representatives, and interested persons may be present. **Trade secrets and such confidential information contained in the SOQ and identified as such by the respondent shall not be disclosed at any time, unless required by law.**
- J. **Confidentiality:** All information disclosed by Ector County to the successful respondent for the purpose of the work to be done or information that comes to the attention of the successful respondent during the course of performing such work is to be kept strictly confidential.
- K. **Contract:** This RFQ and submitted documents, when properly accepted by Ector County shall constitute a contract equally binding between the successful respondent and Ector County. No different additional terms will become part of this contract with the exception of a Change Order.
- L. **Change Order:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County.
- M. Respondent must comply with all federal, state, County and local laws governing or covering this type of service.
- N. By submitting a SOQ the respondent agrees to all specifications and conditions.
- O. **Funding Out Clause:** Any award pursuant to this request for qualifications shall be contingent on sufficient funding and authority being made available in the fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the request for qualifications and/or award shall become null and void.
- P. Per Limited Sales, Excise and Use Tax Rules and Regulations, Comptroller of Public Accounts, State of Texas, tangible personal property (materials) becoming a part of improvements and structures and incorporated in such, under lump sum contracts, are not subject to sales tax when the cost of such materials is segregated from the cost of skill, labor, and all other materials not becoming a part of the improvement of structure. Under the interpretation of this ruling, contract will state not only the lump sum but also the value of materials and value of skill, labor, etc.
- Q. In setting forth these specifications, it is the desire of Ector County to offer equal opportunity to all respondents.

1.3. BASIS OF AWARD

Evaluation Criteria: Consistent with the Texas Government Code Section 2269, each response to the Request for Qualifications will be evaluated based upon the following criteria, and the total possible points that may be awarded for each criteria is set before each criteria.

Total Service Points

- 15 – References: The reputation of the Team’s goods or services
- 2 - Previous Completion Projects within 100 miles of Ector County
- 3 - Previous project completed in the State of Texas
- 15 - Approach to meet County's expectations
- 15 - Team: Proposed Personnel and Methodology
- 15 - Experience with Multi-Bid Fast Track project planning
- 20 - Experience with Alternative Delivery methods
- 10 - Financial Capability
- 5 - Safety Record
- 100 Total Points

1.4. QUALIFICATION OF RESPONDENT

Respondent must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product or services in accordance with the terms and conditions of the specifications. Only respondents who can demonstrate to the satisfaction of the County that they can provide the services requested will be considered.

1.5. PROTESTS

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days before statement of qualifications opening, and protests after award must be submitted within ten (10) calendar days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days after date of receipt. Any appeal of the Purchasing Agent’s decision must be made within in ten (10) calendar days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. The appellant shall be notified of the time and place the appeal is to be heard by the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal.

2. PURCHASE PROVISIONS

2.1. RELATIONSHIP

The relationship between the parties to this statement of qualifications shall be that of independent contractors. Nothing contained herein shall be interpreted or construed as establishing an agency or employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

2.2. TERMINATION

- A. Ector County may, subject to the provisions below, by written notice of default to the respondent, terminate the whole or any part of this contract in any one of the following circumstances:
- B. If the respondent fails to perform within the time specified herein or any extension thereof;
or
- C. If the respondent fails to perform any of the provisions of this RFQ shall constitute a breach of contract, in which case, the County, at its discretion, may require corrective action within a period of five (5) days (or such longer period as the County may authorize in writing), after receipt of notice from the County specifying such breach. Failure to make correction as required by the County shall constitute a default. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the respondent under this contract shall, at the option of the County, become its property and the respondent shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- D. Notwithstanding the above, the respondent shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the respondent, and the County may withhold any payments to the respondent for the purpose of set-off until such time as the exact amount of damages due the County from the respondent is determined.
- E. The County reserves the right to terminate the contract immediately in the event the successful respondent fails to perform in accordance with the accepted SOQ.
- F. Continuing non-performance of the respondent in terms of specifications shall be a basis for the termination of the contract by the County.
- G. The termination notice shall state the reasons for cancellation of contract.
- H. Upon default by the respondent, the County may enforce the performance of their contract in any manner provided by law, and at its option, may contact with another party with or without solicitation of SOQ or further negotiation.
- I. At a minimum, respondent shall be required to pay any difference in the cost of securing the services covered by this contract from another source, plus reasonable administrative costs and attorney's fees.

- J. In the event the County terminates this contract in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the respondent shall be liable for any excess costs for such similar services, provided that the respondent shall continue the performance of this contract to the extent not terminated under the provisions of this RFQ.
- K. The County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the respondent.
- L. The respondent, in accepting the contract, agrees that the County shall not be liable for damages in the event that Ector County declares the respondent in default hereunder.
- M. The County reserves the absolute right to terminate the contract in whole or in part at its sole discretion on ten (10) days written notice to the respondent.

2.3. PAYMENT

Payment(s) made to the respondent, shall be paid on a thirty (30) day term, after a copy of the itemized invoice is presented to the entity for their acceptance and approval. Original invoices will be processed after notification that receipt of merchandise and/or services have been made to the Entity's satisfaction, and invoiced according to be awarded pricing. **Ector County will pay only after the items have been delivered to the County's satisfaction and acceptance, and invoiced according to the awarded pricing.**

2.4. COUNTY USAGE OF ALL INFORMATION

The information submitted by any respondent will be used by the County to evaluate their statement of qualifications. The County reserves the right to use any other information which it obtains in order to evaluate the SOQ and to make the award.

2.5. STANDARDS OF PRODUCTS AND SERVICES

It is required that respondents respond to this RFQ with standard, currently available products and services that have been in operation for a period greater than six (6) months. This approach will ensure that minimum time and effort is spent in developing new products should a statement of qualifications be awarded and that the associated cost of such a statement will be as low as possible.

2.6. INSPECTION

Respondent shall make the necessary inspections to familiarize themselves with all existing conditions involving the County facility, which may affect the performance of this statement of qualifications. Failure on the part of the respondent to make an inspection and raise questions or clarifications thereof, shall not be grounds for any adjustment to the SOQ after award is made.

2.7. ERRORS OR OMISSIONS

Due care and diligence have been used in preparation of this RFQ, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure

and the verification of all the information presented herein, shall rest solely with the respondent. Ector County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the respondent to determine the full extent of the exposure.

3. GENERAL PROVISIONS

3.1. VENUE

The obligations of the parties to this request for qualifications are performable in Ector County, Odessa, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Odessa, Texas.

3.2. GOVERNING LAW

This statement of qualification shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

3.3. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this RFQ shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this RFQ.

3.4. ASSIGNMENT

This RFQ cannot be assigned without the prior written consent signed by both parties.

3.5. COUNTERPARTS

This request for qualifications may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.6. SUCCESSORS AND ASSIGNS

This request for qualifications shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and except as otherwise provided in this RFQ, their assigns.

3.7. NON-DISCRIMINATORY POLICY

Respondent agrees that as to all of its programs and activities conducted on the subject premises; it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being handicapped.

3.8. COMPLIANCE WITH APPLICABLE LAWS

The RFQ is subject to all legal requirements of Local, State, and Federal laws and respondent agrees that it promptly will comply with all applicable laws, regulations, orders and rules of Local, State, Federal, and all other governmental agencies. Respondent agrees to obtain and bear the expense of any required permit or license.

3.9. INTEREST OF MEMBERS OF A COUNTY

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the respondent shall take appropriate steps to assure compliance.

3.10. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the County and no other public official of the County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the respondent shall take appropriate steps to assure compliance.

3.11. INTEREST OF RESPONDENT AND EMPLOYEES

The respondent covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The respondent further covenants that in the performance of this contract, no person having any such interest shall be employed.

3.12. ENTIRE CONTRACT

This contract including the conditions, specifications, required attachments and the SOQ which embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties and relating to matters in this contract, and except as otherwise provided herein cannot be modified without written contract of the parties to be attached to and made a part of this contract.

3.13. FORCE MAJEURE

Neither the County nor the respondent shall be required to perform any term, condition or covenant in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of County or respondent except as herein provided, and which by the exercise of due diligence County or respondent is unable, wholly or in part, to prevent or overcome.

3.14. INDEMNITY-LIABILITY

The respondent agrees to protect, defend, indemnify and save the County, its officers and employees harmless from and against all claims, demands and causes of action of every kind and character, losses, costs, expenses, attorney's fees and damages of every kind and character, without limit and without regard to the cause of causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers and employees, whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the respondent.

3.15. INDEMNITY-DEFENSE

The respondent shall also indemnify, protect and save the County, its officers and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and respondent shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by the respondent that in case the County, its officers, agents, and/or employees, are made defendant in any suit or action and the respondent fails or neglects to assume the defense thereof, after having been notified so to do so by the County, that the County may compromise and settle or defend any such suit or action, the respondent shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgment rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claim.

3.16. INDEMNITY-SUB-CONTRACTORS

The respondent agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies including commissions, incurred in the furtherance of this contract by the respondent. When so desired by the County, the respondent shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the respondent fails to do so, then the County may at the option of the respondent either pays unpaid bills, of which the County has written notice, direct or withhold from the respondent's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the respondent shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the respondent or its surety.

3.17. INDEMNITY-WORKERS COMPENSATION

The respondent agrees to be responsible for the Workers' Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, the respondent shall undertake to defend the County against such claim(s) and shall indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

3.18. INDEMNITY-GOVERNMENT REGULATION

In its performance of this Contract, respondent shall comply with all applicable Local, State and Federal laws including, but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claim, demands, suits, losses, damages, costs and expenses arising out of any non-compliance violation by the respondent of any such laws.

3.19. REMEDIES

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this statement of qualifications including the right to specific performance and offset.

3.20. DISPUTES

Except as otherwise provided in this RFQ, during the period of performance of the RFQ, any dispute between the parties arising out of the performance of this RFQ which is not disposed of by contract shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the respondent. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the respondent mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the respondent shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the respondent shall proceed diligently with the performance of the contract and in accordance with the County's decision.

3.21. NON-WAIVER

Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the respondent, its employees, agents or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the County.

3.22. PERMITS AND LICENSES

The respondent will maintain in effect during the term of this Contract any and all Federal, State and/or local licenses and permits which may be required of the respondent generally.

3.23. MASTER SERVICE AGREEMENT (MSA) INSURANCE

Awarded respondent must complete the attached MSA/Insurance and adhere to the insurance requirements for this project. The Insurance policy must show the Certificate Holder as Ector County. The Insurance policy must show exclusion added by endorsement as follows: "The certificate holder is named as Additional Insured on the General Liability policy. Waiver of subrogation are included on general liability and workers compensation policies in favor of Ector County". A copy of, an approved, MSA/Insurance form must be provided, and/or be on file with

the Ector County Purchasing Department, prior to the respondent starting work on this project. The MSA and all Insurance policies are to be kept current during the time frame of this project.

3.24. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A. In 2015, the 84th Texas Legislature adopted House Bill 1295, which added section 2252.908, to Chapter 2252 of the Texas Government Code.

1. The law states that a governmental entity may not enter into certain agreements with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity.
2. The Disclosure of Interested Parties will be submitted On-Line via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

B. The Filing Process:

1. Prior to award by the Commissioners' Court, your company/firm will be required to log in to the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application. Please note the associated definitions of what is an "Interested Party" as listed below.
 - a. "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that have four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
 - b. "Interested party" means: (1) a person who has a controlling interest in a business interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.
 - c. "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - i. receives compensation from the business entity for the person's participation

- ii. communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - iii. is not an employee of the business entity.
- 2. Once submitted, the system will generate an electronic form 1295 displaying a "Certificate Number". Your company/firm should email a copy of this numbered form to lucy.soto@ectorcountytexas.gov for the acknowledgement by the County.
- 3. **Within ten (10) business days** from notification, of pending award or contract, by the Ector County Purchasing Agent, **an original, signed, completed and notarized Form 1295 must be mailed to the Ector County Purchasing Attention: Lucy Soto, 1010 E. 8th St, Room 110, Odessa, TX, 79761.**
- 4. Your company/firm will need to repeat this process and obtain a separate Form 1295 each time your company/firm receives an award or enters into a new contract, renews or extends an award or contract, or makes any modifications and/or amendments to any Ector County Commissioners' Court award or agreement approval.
- C. Instructions and additional information are available on the Texas Ethics Commission (TEC) website at https://www.ethics.state.tx.us/tec/1295-Info_form.htm or you may call TEC at (512) 463-5800.
- D. By submitting the proposal, your company/firm agrees to adhere to HB1295 requirements referenced above.

3.25. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Ector. The Ector County Clerk's mailing address is 300 N. Grant, Room 111, Odessa, Texas, 79761. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

3.26. BOYCOTTING ENERGY COMPANIES

The 87th Texas Legislature (2021) approved Senate Bill 13, that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the that; (I) it does not boycott energy companies pursuant to Section 809.001 of the Texas Government Code; and (II) will not boycott energy companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time

employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Bidders must fill out and submit the Senate Bill 13 Verification.

3.27. DISCRIMINATION AGAINST FIREARMS OR AMMUNITION INDUSTRIES

The 87th Texas Legislature (2021) approved Senate Bill 19 that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the company that; (I) it does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association pursuant to Section 2274.001 of the Texas Government Code; and (II) will not discriminate companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Bidders must fill out and submit the Senate Bill 19 Verification form.

3.28. BOYCOTTING ISRAEL

- A. The 85th Texas Legislature (2017) approved House Bill 89, that amended the Texas Government Code to add Chapter 2270 on the Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a County) may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.
- B. State governmental entities listed in Govt. Code 808.001(6) have divestment requirements related to any investments in these companies.
- C. Verification Form is attached.

3.29. BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS

- A. The 85th Texas Legislature (2017) approved Senate Bill 252, that for Bids a state agency and a political subdivision (which includes a County) in any Contracts and Investments with Companies doing business with the Sudanese and Iranian governments or any foreign terrorist organization. This bill became effective September 1, 2017. This is for any goods or services during the term of the contract.
- B. The law requires the Comptroller's office to publish and maintain lists of these entities to assist and guide the County in any of our investment and/or contracting activities. Comptroller's website is:
<https://comptroller.texas.gov/purchasing/publications/divestment.php>
- C. Verification Form is attached.

4. **SPECIFICATIONS**

Ector County intends to engage a Design Build firm to provide design and construction services for a new courthouse to be located in Odessa, Ector County, Texas.

Ector County requests that Respondents use the OpenGov eProcurement Portal <https://www.co.ector.tx.us/page/ector.opengovbidsandproposals> in order to submit your response. However, the County will accept hard copies of responses.

All sealed Statements of Qualifications should be received by the Ector County Purchasing Agent, 1010 E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "DESIGN BUILD SERVICES FOR NEW COURTHOUSE." The Respondent's firm name shall appear on the outside of the envelope.

4.1. SCOPE OF WORK

The design-build team will be tasked with the following:

- working with all Ector County Departments and Elected Officials to program space requirements for the facility,
- working with all City of Odessa Departments and Elected Officials to program space requirements for the facility,
- Attending all regular meetings with Ector County staff on progress of design,
- Attending community town-hall events to receive input from the public in the lead up to the November 2025 Election,
- Producing 3-dimensional imagery of the proposed facility from both external and internal perspectives at the time of the Guaranteed Maximum Price; and
- Complete a full schematic drawing, full design-development program, construction documents including Issue for Construction.

Square Footage: The courthouse plan should fit in the range of 240,000 square feet to 500,000 square feet depending on cooperation with the City of Odessa.

Budget: Ector County's Budget for this project is between \$100 million and \$300 million.

Location: The location for this build is 200 N Texas Avenue, Odessa, Tx 79765. The current location is 3.5813 acres with a legal description found on Ector County Appraisal District's website <https://search.ectorcad.org/parcel/25650.00010.00000> for Parcel 25650.00010.00000.

4.2. REQUIREMENTS OF RESPONSES TO RFQ -- DOCUMENTS

In order for your Statement of Qualifications to be evaluated it must contain the following completed information organized as follows:

- _____ "Design Build Firm Information" (in Vendor Questionnaire)
- _____ Design-builder's Qualification Statement (Limited to _____ pages)
- _____ "Firm Representations" (in Vendor Questionnaire)
- _____ "References" (in Vendor Questionnaire)
- _____ "Signature Page" (in Vendor Questionnaire)
- _____ Any Required Certification Forms for providing services in Texas
- _____ "Conflict of Interest Form" (in Vendor Questionnaire)
- _____ Statement of Qualifications Surety
- _____ Insurance / Master Service Agreement
- _____ Financial Statement (in Vendor Questionnaire)
- _____ Surety

4.3. LAYOUT OF QUALIFICATION STATEMENTS and PAGE LIMITS

- Provide evidence of sufficient resources necessary to manage staff and successfully perform the Work. Include an organizational structure and indicate the number and qualifications of key personnel. Include a discussion of the methods, tools, or procedures used to schedule the Work and complete projects on time. Include evidence of ability to obtain bonding and insurance. **(5 pages max)**
- Describe the Respondent's system for the selection, award and management of subcontractors and suppliers. Include methods to encourage subcontractors to accelerate their work schedule. **(1 page max)**
- Identify the percentage of work devoted to county/government construction and specific work performed for other counties/governments. **(1 page max)**
- Describe your organization's safety program and provide your workers' compensation experience modification factor. **(.5 page max)**
- Elaborate on your staff's ability to work with other team members in a collaborative environment. **(.5 page max)**
- Provide a breakdown, by percent of total volume, of your annual revenues for the last three years, by project delivery method. **(1 page max)**
- Describe your management tools and approach to create a team environment that encourages understanding of a commitment to the County's goals. Describe your approach

to ensuring effective communication among the various members of the project team to minimize misunderstandings and conflict. Describe your conflict resolution method. (2 page max)

- Describe your company's approach to management and coordination of design efforts and preconstruction services. Specifically, address your company's approach to estimating and scope management during preconstruction. Include an explanation of how contingency or other cost-buffering mechanisms are developed, accounted for in the estimate documentation, and communicated to the Owner and project team. Describe how the contingency strategy impacts the Owner's understanding of budget estimates. (1 page max)
- Provide examples of courthouse and judicial project pictures of completed projects performed by your firm. (50 pages max)

4.4. RETAINAGE

Retainage will be 5% of the cost of the work. Retainage may be reduced for phases of the project that are substantially completed at the Owner's discretion.

4.5. FINANCIAL STATEMENT

For all business entities other than publicly held corporations, please provide the following:

Attach a financial statement, preferably audited, including your organization's latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named above, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

On the Vendor Questionnaire is a question concerning a grantor. A response is required.

4.6. SPECIFIC PROJECT REQUIREMENTS

A. Based on the information provided during this process, once the Design-Builder is selected, the Design-Builder cannot reassign the project's designated project managers or superintendents to other projects without Owner's written consent of the proposed personnel change and without thirty days written notice to the Owner, if such is possible.

B. Obtaining bids from subcontractors and suppliers to arrive at a "Guaranteed Maximum Price" for the projects. The Design-Builder shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

1) In order to receive profit on project work or materials, the Design-Builder must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:

- A. For work and/or material value of \$0-50,000, the minimum number of bids that must be received is three (3);
 - B. For work and/or material value of \$50,001 and above, the minimum number of bids that must be received is three (3);
 - C. For work and/or material value that the minimum number of bids is not received and the work is self-performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
 - D. Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the Design-Builder re-bid that portion of the work if the Design-Builder did not make a good faith effort to obtain three bids or the Owner has waived such requirement for that scope.
- 2) The costs of all line items budgeted by the Design-Builder (that work where bids will not be received) will be regulated in the same manner as the Design-Builder's construction contingency. The Design-Builder must provide the Owner complete accounting of all budgeted and contingency expenses.
- 3) It is anticipated that the guaranteed maximum price (GMP) for the project will be furnished within two weeks after the receipt of material supplier and subcontractor bids.
- 4) The County and the respondent recognize that "time is of the essence" in the performance of this agreement. The County and the respondent agree that it would be impossible for the County to calculate the damages and losses it will incur if the substantial completion date for each separate work phased item is not met. Owner and respondent agree that the County's losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys, engineers, and others who may be retained to resolve issues caused by the Design-Builder's failure to achieve substantial completion by the scheduled date. Accordingly, Owner and respondent agree that the Design-builder will pay \$2,000.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date

5. VENDOR QUESTIONNAIRE

5.1. Statement of Qualifications*

Upload Statement of Qualifications

*Response required

5.2. Signature Page*

Please download the below documents, complete, and upload.

- SIGNATURE_PAGE.docx

*Response required

5.3. Design Build Firm Information*

Please download the below documents, complete, and upload.

- FIRM_INFORMATION.docx

*Response required

5.4. RESPONDENT REPRESENTATIONS*

Please download the below documents, complete, and upload.

- REPRESENTATIONS.docx

*Response required

5.5. Conflict of Interest Questionnaire *

Please download the below documents, complete, and upload.

- CIQ.docx

*Response required

5.6. Surety

Surety is required. Respondent must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

“Acceptable surety” is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

☐ Please confirm

5.7. Certificate of Interested Parties - Form 1295

Awarded vendor will be required to submit completed form.

- Form_1295.docx

5.8. Senate Bill 13 Verification

Awarded vendor will be required to submit completed form.

- SENATE BILL 13 VERIFICATION...

5.9. Senate Bill 19 Verification

Awarded vendor will be required to submit completed form.

- SENATE BILL 19 VERIFICATION...

5.10. House Bill 89 Verification

Awarded vendor will be required to submit completed form.

- House Bill 89 Verification....

5.11. Senate Bill 252 Verification

Awarded vendor will be required to submit completed form.

- Senate Bill 252 Verification...

5.12. Proposer Residency Certification

Awarded vendor will be required to submit completed form.

- Proposer Residency Certific...

5.13. Ector County Professional Reference Sheet*

Please download the below documents, complete, and upload.

- Reference Page.doc

*Response required

5.14. Non-Collusion Affidavit*

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

- A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.
- B. No Officer or employee of the County of Ector, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

☐ Please confirm

*Response required

5.15. Master Service Agreement * Required only from awarded firm
Please download the below documents, complete, and upload.

- MSA - Very High (2).doc
- DESIGN BUILD CERTIFICATE AC...

OTIS

Elevonic[®]

RM and RMH

BUYBOARD/904

Modernization

Elevonic® RM Control System

(With New AC Motor)

5/3/2024

CUSTOMER NAME

Ector County Court House

Otis Elevator Company**PROJECT LOCATION**300 N Grant Ave
Odessa, Texas, 79761**PROPOSAL NUMBER**

F7SC5012/01

BUYBOARD/904

We propose to furnish labor and material to provide an Elevonic® RM control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing UMV traction elevators.

Section 1**UNITS****DUTY, TRAVEL, STOPS & OPENINGS**

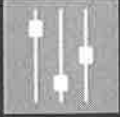
The present capacity, speed, travel, stops and openings of the elevators will be retained as follows:

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)	LANDINGS	OPENINGS
North Elevator 1	2500	150	4	Front Only
South Elevator 2	2500	150	3	Front Only

Modernization

BUYBOARD/904

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of load or direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

NEW ANTI-NUISANCE

An anti-nuisance feature shall be provided, which will reset the car buttons and require re-registration if an excessive number of calls are registered for the measured load.

Modernization

BUYBOARD/904

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE license and subscription agreement and additional annual subscription fee of \$70, which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Prime Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail

Section 3



MACHINE ROOM EQUIPMENT

NEW CONTROLLER

The present control system will be changed to Elevonic® RM Microprocessor control. The microcomputer-based control system shall be provided to perform all of the functions of elevator motion and elevator door control. This shall include all of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control.

NEW DRIVE SYSTEM

The present motor drive system will be changed to a Variable Voltage Variable Frequency Self Commissioning Regenerative Drive. The system shall include a step up or down transformer as required.

NEW MACHINE A new electric traction machine with Variable Voltage Variable Frequency A.C. motor shall be provided at the existing location. To include new machine guarding and hoist ropes.

Modernization

BUYBOARD/904

NEW MOTOR

A new 500 volt Alternating Current Variable Frequency 3 phase low slip motor shall be provided.

NEW GOVERNOR

A new centrifugal speed governor that operates the car safety shall be installed at the top of the hoistway in the machine room. The governor shall actuate a switch when excessive speeds occur, disconnecting power to the motor and applying the brake before application of the safety. To include new governor guarding and ropes.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks shall be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

NEW CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be replaced with new.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances shall be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

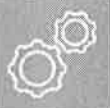
The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS Folding hoistway door restrictors shall be installed.

Modernization

BUYBOARD/904

Section 5



HOISTWAY EQUIPMENT

NEW HOISTWAY OPERATING DEVICES

Terminal stopping devices shall be provided to slow or automatically stop the car at the terminal landings and to automatically cut off the power and apply the brake, should the car travel beyond the terminal landings.

REFURBISH CAR GUIDES

The existing car guides shall be refurbished.

REFURBISH COUNTERWEIGHT GUIDES

The existing counterweight guides shall be refurbished.

RETAIN CAR FRAME AND NEW SAFETY

The existing car safety device, designed to stop the car if it attains a descending speed in excess of the preset contract speed, shall be replaced.

NEW ROPES

The existing hoist ropes shall be replaced.

RETAIN PLATFORM

The car platform will be retained and reused in place.

NEW CAR INTERIOR

The present car interior shall be replaced. The cab upgrade package includes a new cab interior, designed to be quickly installed and easily maintainable, which is designed specifically for your building.

FEATURES

- Standard Classic I - Three Walls - Wilsonart Laminate Horizontal Grain
- Toe Kicks, Reveals, and Top Caps
- LED ceiling lighting
- Handrail: 2" Flat Bar Satin Stainless - Back Wall
- Set of grey vinyl protective pads with hooks

RETAIN FLOORING

The present flooring will be retained.

NEW LOAD-WEIGHTING DEVICE A new load weighing device set to operate at a predetermined fixed percentage of the carload shall be provided.

Modernization

BUYBOARD/904

NEW PIT SWITCH

An emergency stop switch shall be located in the pit and accessible from the pit access door.

NEW PIT LADDER

A new pit ladder, as required, in each pit that does not have walk in access doors. The ladder shall extend 48" above first landing access door.

RETAIN BUFFERS

The existing buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW INTEGRAL CAR OPERATING PANEL

An integral car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons, and a light switch. The emergency call button shall be connected to a bell that serves as an emergency signal. All buttons, when applicable, to be long life LED illumination.

Modernization

BUYBOARD/904

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW 'IN-CAR' DIRECTION LANTERNS

Direction lantern(s) shall be mounted in car entrance jamb(s), visible from the corridor, which when the car stops and the doors are opening, shall indicate the direction the car is traveling. A chime shall also be furnished on the car that will sound once for the "UP" direction and twice for the "DOWN" direction as the doors are opening.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed.

NEW LOBBY PANEL

A lobby panel shall be provided with car position indicator, car running status jewel, remote SES key switch, etc., as required by code.

Section 8



HEALTH PRODUCTS

No Health Products Specified

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Section 9



WORK BY OTHERS – IN CONTRACT

The following items must be performed by others, and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled so as not obstruct the progress of the project.

GENERAL:

1. Obtain permits for the scope of work listed in this proposal as required by AHJ.
2. Provide onsite supervision as required to complete our listed scope of work.
3. Provide submittals for any items required in the specifications.
4. Haul away our debris and leave the area clean.

ELEVATOR MACHINE ROOM

1. Install a new machine room door and hardware to meet code.
2. Build a divider wall constructed from expanded metal wall between the machine room and elevator pit. With an access door in the machine room.
3. Encapsulate non elevator related items in the machine room.
4. Patch and fill in openings in the machine room walls.
5. Provide new LED lights.
6. Provide an illuminated light switch.
7. Provide a GFCI receptacle.
8. Provide new fused mainline disconnects with auxiliary contacts and pipe to the controller.
9. Provide new breakers, conduit and wiring with ground from the electrical panel to the new mainline disconnects located in the machine room.
10. Provide new fused cab light disconnects and pipe to the controller.
11. Provide EMT conduit for the exposed fire alarm wiring and back boxes for the new devices.

ELEVATOR HOISTWAYS

1. Fire caulk back boxes of hall fixtures to maintain hoistway fire rating.
2. Provide bevels on the ledges to meet code.
3. Remove non fire rated foam and fill it with a fire rated material.

ELEVATOR LOBBIES N/A

ELEVATOR PITS

1. Install new vapor tight LED lights in each elevator pit to meet code.
2. Provide an illuminated light switch.

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3. Install a new GFCI outlet in each elevator pit.
4. Provide a new pit ladder.
5. Provide a buffer platform in one of the elevator pits.
6. Provide new pit ladder.

FIRE ALARM

1. Provide fire alarm wiring, terminations, devices, and mounting equipment for the proposed Simplex system. For installation using plenum rated cable, Johnson Controls' proposal includes provision of wiring support system per NEC.
2. Provide initial programming of FACP.
3. Proposal includes city plan review fee and acceptance testing. NOTE: Project is based on being completed in one phase. If a project is to be completed in multiple phases, this will require permitting by phase.
4. Provide 1 electronic copy of equipment submittals and design drawings for contractor use/approval.
5. Provide one functional system test with the AHJ during Johnson Controls' normal business hours.
6. Provide (one) two-hour owner training session during Johnson Controls' normal business hours.
7. Provide Certificate of Installation, O&M Manual(s), and As-built Drawings. As-built drawings cannot be produced until after completion of final commissioning. Three hard copy sets of O&M's and As-builts and one electronic copy (.pdf file format) will be provided.
8. Simplex system carries a one-year parts warranty and a one-year labor warranty for naturally defective parts or workmanship. Warranty service will be provided during Johnson Controls' normal business hours. The warranty period begins upon acceptance by AHJ.
9. All required work is based on work being performed during Johnson Controls' normal business hours.

EXCLUSIONS (ALL CARS):

1. Waterproofing of pit have not been included in our proposal.
2. Does not include any HVAC work in our bid. (Use existing)
3. Does not include installation of any new sump pits or pumps in our proposal.
4. Does not include any work unrelated to elevator equipment.
5. Does not include any hazardous material abatement.
6. Does not include any line side electrical feeder wire size change, circuit size increase or replacement (existing line side power and circuits to be used).
7. Does not include creation of any new building architectural plans or drawings. Building must supply existing drawings for permitting purposes if required by AHJ.
8. Does not include removal of any non-elevator building communication wiring or piping/drain lines in our proposal.
9. Does not include installation of any new dedicated elevator equipment grounding. Correction of inadequate building grounds are not included in our scope. Only using existing building supplied grounds for elevator equipment sized to meet NEC code are included in our proposal.
10. Corrective measures to existing construction, building systems, or finish materials that were either improperly installed or installed and did not meet the code requirements of the installation are not included in this proposal unless specifically noted in the scope portion of the proposal.
11. Does not include replacement of any existing fire alarm devices or fire alarm control panel. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control

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panel software upgrades required to allow programming/acceptance of newly installed alarm devices is not included in our proposal. Does not include correction of any trouble conditions, yellow or red tag conditions of the existing fire alarm panel.

- 12. Does not include any cutting or patching for elevator lobby fixtures in our proposal.
- 13. Does not include any machine room or elevator pit floor painting in our proposal.
- 14. Does not include any night or weekend work in our proposal.
- 15. Does not include any work not specifically listed in this proposal.
- 16. Does not include any conduit or control wire from ATS to hoistway.
- 17. Does not include any conduit or control wire from elevator controller to hoistway.
- 18. Does not include any fire alarm related work in this proposal.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this Contract, we shall be entitled to a re-mobilization charge of **five thousand (\$5,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits, Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain

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worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS TRACTION

Our proposal is contingent on the existing equipment being counterbalanced at an industry standard between 40- 45%. Otis will verify balance on the cars when awarded the project, and if discovered to be in conflict with this standard Otis will provide a time and material cost to correct the condition. If requested Otis can verify existing conditions prior to the award of the project for the sum of NA.

COUNTERWEIGHT ASSEMBLY

Our price provisionally includes adding or removing counterweights to achieve a proper balance between the car and the counterweight. We include this adjustment to the extent that this change in weight is within 5% of the original recorded car weight and car load capacity weight combined. We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders, and the base Contract amount, prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **thirty percent (30%)** of Contract award. This amount, PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that

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lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out-of-Scope Work. Notwithstanding any other provision, language, term, or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"PROGRESS PAYMENTS"

This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is accepted by the authority having jurisdiction as usable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.

- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to the customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- Otis does not accept credit cards as a form of payment.

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SCHEDULE OF VALUES:

Schedule of Values			
Base Contract Amount	\$	922,981.00	
Due Date	Description	%	Value
Upon Award -Final material site surveys, job site power confirmation fixture drawings are created for approval, Otis engineers involved in new equipment production. 2-3 weeks of work with formal material ordering surveys.	Engineering/Drawings/Mobilization "Initial Payment"	30%	\$ 276,894.30
Upon Material Delivery - Factory complete	Materials for project "Material Delivery Payment"	30%	\$ 276,894.30
Upon Substantial Completion of Each Elevator (1) elevator	Installation labor "Labor Progress Payments"	30%	\$ 276,894.30
Final Payment	Completion of modernization, final acceptance	10%	\$ 92,298.10
		100%	\$ 922,981.00

Otis may add a surcharge to the Purchase Price to compensate for changes to import tariffs implemented **after the date hereof** by the United States government. The surcharge will be in an amount as determined by Otis that either approximates the increase in cost to the actual products imported hereunder due to such tariff increases, or in an amount that allocates the overall increases in import tariffs across Otis' United States business to this project in proportion to the amount of imported materials allocated to this project.

LEAD TIME AND DURATION

We anticipate approximately 16-20 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 19 weeks per car.

All work will be performed during our regular working hours of our regular working days.

SCHEDULE

Our proposal is based on a delivery date of 7/30/2024. If the delivery date is delayed 90 calendar days or greater, the customer agrees to pay applicable factory material price increases. A fully executed change

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order and full payment of the price increase, in addition to full payment of the required down payment by the Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS - ASME A17.1 / CSA B44 (2016 or earlier) : It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

WORK BY OTHERS

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

HOURLY RATES

Change orders will be stated price (lump sum). In the event a stated price cannot be calculated, hourly rates for Time and Material (T/M) are below.

	Per man
Regular time hourly rate	\$250
Overtime hourly rate	\$500

STORAGE

Will provide dry, protected, and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

Section 11



ALTERNATES

NA

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The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

PRICE	922,981.00 Cost w/o Tax	Discount \$13,100
	Dollars	

This price is based on a **thirty percent (30%)** down payment in the amount of **\$276,894.30**.

Base Bid	Cost
Elevator 1 (includes WBO and Cab Interiors)	\$ 461,490.50
Elevator 2 (includes WBO and Cab Interiors)	\$ 461,490.50
Total	\$ 922,981.00

This proposal, including the provisions printed on the pages following, shall be a binding Contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in this proposal is subject to increase in the event commodity, fuel, and/or shipping transportation costs increase. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by:

DocuSigned by:

Sharon Arce

08-May-2024

59E602A278094FC

Sharon Arce

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 08-May-2024

DocuSigned by:

Austin Beck

Signed: X _____

Print Name: Austin Beck

Title: General Manager

79892963979C487

Modernization

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TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

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Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract.

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"Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

**ALL-STATE FENCE
& SUPPLY**

www.allstate-fence.com

Remittance Address:
All-State Fence Company
P.O. Box 93907
Lubbock, Texas 79493

PROPOSAL


PROPOSAL # MO	240507-40
DATE	5/7/2024

10200 Hwy 191 Midland, Texas 79707**Phone: 432-563-1111 Fax: 432-563-1159**

Proposal Submitted To:		
Ector County Courthouse Attn: Billy Carrigan 300 North Grant Odessa, Texas 79761		
Customer Phone:	(432) 553-3344	(432) 332-4504
Customer E-mail:	billy.carrigan@ectorcountytexas.gov	

Work To Be Performed At:	
31.84713, -102.36765	
Purchase Order Number:	
Locate Confirmation Number:	

Pricing Includes Materials and Labor *** All Footage Includes Gate Opening Footage Unless Stated Otherwise

Description 564' - 8' Tall 9 Gauge (GAW) Commercial Chain Link Fence Installed with Three Strands of Barbed Wire 3 - Walk Gates - 1 5/8" x Schedule 40 Heavy Welded Frame with Commercial Bull Dog Hinges 2 - 12' Wide x 8'+1' Single Canti-Lever Roll Gates Installed w/ 2 3/8" x Schedule 40 Heavy Welded Frames (Includes Heavy Duty Nylon Rollers with Safety Covers) 4 - Gate Posts - 4" x Schedule 40 x 13' Set 4' Deep with Concrete 2 - Terminal Posts - 2 7/8" x Schedule 40 x 18' Set 5' Deep with Concrete 21 - Terminal and Gate Posts - 2 7/8" x Schedule 40 x 12' Set 3' Deep with Concrete Line Posts - 2 3/8" x Schedule 40 x 11' Set 3' Deep with Concrete Top Rail - 1 5/8" x Schedule 40 Bottom Tension Wire Installed - 9 Gauge Smooth Posts Core-Drilled and Quick-Set in Concrete Where Necessary Asphalt Broken and Patched with Concrete to Set New Posts Where Necessary 10' - 12' Tall 9 Gauge Commercial Chain Link Fence With Barbed Wire Built and Installed With One Walk Gate (Gate Will Be 8' Tall) Option: Add \$ 6,347.00 tax exempt - To Install an Elite 3000 1 HP Electric Gate Operator w/ Receiver & 2 Transmitters (Includes One Safety Photo-Beam and Includes Installing a Concrete Pad for the Operator) Option: Add \$ 1,498.00 tax exempt - To Install a Free Exit Loop with Detector Option: Add \$ 1,146.00 tax exempt - To Install a 250 Code Entry Device Mounted to a Gooseneck Pedestal Option: Add \$ 861.00 per Panic Bar - To Install a Panic Bar on a Walk Gate ** Customer will be Responsible for Supplying Electricity to the Gate Operator **Add \$ 49.50 per hole - If Rock Drilling Equipment is Needed to Drill Post Holes We are Fully Insured for Your Protection: Workers Compensation and General Liability Guarantee: One Year - Materials & Workmanship All-State Fence Company will assume the responsibility for having underground public utilities located and marked. The customer will be responsible for locating property lines. The customer is responsible for moving all sprinkler heads/lines from the fence line. All-State Fence will not be liable for any damage done to sprinkler heads/lines due to the installation of the fence. The customer is responsible for notifying their neighbors of the time frame of this job (if applicable). Additional charges for extra work not covered in this contract that was requested by the customer will be added to the contract amount. The full amount of this contract along with any additional charges will become payable upon completion of this job. A finance charge of 1 1/2 % per month (which is an annual percentage rate of 18%) will be added to the accounts that are past due. The customer agrees to pay all finance charges plus all costs incurred in the collection of past due accounts. Note: Price subject to materials price change. Respectfully submitted <u>Brent Stewart</u> 
--

Credit Cards Accepted with a Handling Fee

Early Payment Discount Terms: 1% 10 Days, Net 30

Acceptance of Proposal

Contract Amount: \$41,240.00

Tax Exempt

Price is Good Through: 5/21/2024

Customer Signature / Date

Agenda item #15



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property Renewal Schedule

Member: Ector County

Coverage Period: 07/01/2024 - 07/01/2025

Property Renewal Schedule

Member Name: Ector County

Pool Coordinator: Ms. Dana L. McWilliams

Email: dana.mcwilliams@ectorcountytexas.gov

Instructions for Completion

- 1) Review each tab and update as needed.
- 2) Include Declarations page for any National Flood Insurance Program coverage in force.
- 3) Email completed questionnaire by April 19, 2024 to: TACRMP@county.org or sofiam@county.org

All entries are subject to approval, further information may be requested upon review.

If this schedule is not received by April 19, 2024, coverage will be renewed as it currently stands with any requested changes handled by endorsement.

07/01/2024 - 07/01/

Property Renewal Questions

Yes or No

1. Do you have any property in the course of construction or plan to undergo any major construction for buildings reported?

If yes, please provide us with the building item #, cost of project and estimated project completion date.

No

2. Are any owned buildings currently vacant?

If yes, please identify the building item # and is the building being maintained and secured?

No

3. Are any loss payees applicable to any properties?

If yes, please identify the building item # or mobile equipment item # and provide the loss payee contact information

No

Unreported Claims

Yes or No

1. Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future?

If yes, please describe:

No

2. Has the situation been reported to TAC Claims Department?

Acknowledgement and Acceptance

Member Name: Ector County

Member acknowledges that the information submitted in this questionnaire is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of the Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by the Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to the Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Signature of County Judge or presiding official of the Political Subdivision

Date

AMENDMENT NO. 1 TO MEDICAL SERVICES AGREEMENT

This **Amendment No. 1** to Master Service Agreement ("**Amendment No. 1**") is effective as of November 1, 2023 ("**Amendment No. 1 Effective Date**"), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 as successor in interest to CareHere Management, PLLC ("**Premise Health**") and Ector County, TX, a Texas government entity, having its principal place of business at 300 North Grant, Suite 233, Odessa, Texas 79761 ("**Employer**"). Premise Health and Employer are each individually a "**Party**" and are collectively the "**Parties.**" Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, CareHere Management, PLLC and Employer entered into that certain Medical Services Agreement, effective March 1, 2017 ("**the Agreement**"); and

WHEREAS, effective January 1, 2023, the Agreement was assigned by CareHere Management, PLLC to Premise health Employer Solutions, LLC; and

WHEREAS, the Parties desire to amend the terms of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENTS

1.1 Effective January 1, 2023, all references to "CareHere Management, PLLC" in the Agreement shall be replaced with "Premise Health Employer Solutions, LLC" and all references to "CareHere" in the Agreement shall be replaced with "Premise Health".

1.2 As of the Amendment No. 1 Effective Date, the Monthly Fee of \$20.00 per employee per month, as stated in Section 2.02 of the Agreement, shall be changed to \$21.00 per employee per month.

1.3 Exhibit A to the Agreement is hereby amended to include Attachment 1, 2024-2026 Ector County PCMH Client Budget, incorporated herein by reference.

2. MISCELLANEOUS

2.1 Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or

inconsistency between this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

2.2 Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this Amendment No. 1 and that the execution and delivery of this Amendment No. 1 by the Parties has been duly authorized by all requisite corporate action and when executed and delivered, this Amendment No. 1 shall be valid and binding upon the Parties.

2.3 Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by and through their respective representatives to be effective as of the Amendment No. 1 Effective Date.

ECTOR COUNTY, TX

**PREMISE HEALTH EMPLOYER
SOLUTIONS, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Premise Health.



2024-2026 Ector County PCMH Client Budget

6/21/2023

HEALTH CENTER

	2024 Budget	2025 Budget	2026 Budget
Employee Count	865	865	865
Staffing Cost (Includes Benefits, Training, Liability, and Temp. Staff)	300,642	315,675	331,458
Labs Processed Outside of Health Center (Access to Over 2,000 Labs)	18,121	19,027	19,978
*Est. Based on Average of the Last 12 Months of Operation			
Supplies, CLIA Waived Labs, & Misc	13,808	14,498	15,223
*Est. Based on Last 12 Months of Operation			
Management Fee (PEPM)			
Management Fee Total Cost	217,980	217,980	217,980
TOTAL ANNUAL COST	550,551	567,180	584,640

Key:

Fixed based on staffing model

*All other non-color coded categories are variable/pass through as incurred.

- Salaries will increase annually at the greater of the percent change in CPI index or 5% per year.

**INTERGOVERNMENTAL AGREEMENT BETWEEN WINKLER COUNTY
AND ECTOR COUNTY REGARDING HOUSING OF ECTOR COUNTY
INMATES IN THE WINKLER COUNTY LAW ENFORCEMENT CENTER/JAIL**

THE STATE OF TEXAS

THE COUNTIES OF

WINKLER AND ECTOR



KNOW ALL MEN BY THESE PRESENTS

The County of Winkler, Texas hereafter referred to as 'Winkler' and the County of Ector, Texas hereafter referred to as 'Ector', enter into the following agreement concerning the incarceration of overflow prisoners of Ector County Texas, and said agreement is set as follows;

1. A) WINKLER hereby agrees to house overflow prisoners incarcerated by ECTOR if space is available. The availability of the space shall be determined by the WINKLER County Sheriff in accordance with jail regulations set out by the Texas Commission on Jail Standards concerning the operation of jails and categories of prisoners.

B) WINKLER and ECTOR hereby agree that WINKLER will not house any injured prisoner unless ECTOR furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated. Medical release shall be confirmed by WINKLER medical personnel.

C) The fee for housing said prisoners shall be at the rate of **\$62.00** per day, per prisoner, and WINKLER shall bill ECTOR on a monthly basis for said cost by an itemized statement showing the number of days per each individual prisoner. WINKLER will charge the per diem fee the day the inmate is booked in. The day the inmate is returned/released will not be charged.

2. ECTOR will reimburse WINKLER for all paid medical expenses incurred by prisoners housed by WINKLER for ECTOR. This includes hospital, health care services, dental (extractions only), EMS, and prescription medications. Nonprescription medications will be administered without charge by WINKLER for indigent inmates. WINKLER agrees to notify ECTOR prior to a prisoner receiving medical attention outside of the law enforcement center except in the case of an emergency and then notification must be made as soon as possible.

3. ECTOR agrees to comply with all booking procedures of WINKLER. WINKLER agrees to furnish ECTOR with a copy of forms and procedures.
4. WINKLER further agrees that should a prisoner be injured while being housed by WINKLER that WINKLER will within ten (10) hours notify ECTOR of said injury and provide ECTOR with copies of all incident report(s) relating to said injury.
5. The Winkler County Sheriff reserves the right to refuse or remove any inmate from the Winkler County Law Enforcement Center. ECTOR shall promptly arrange to take custody of its prisoner(s) if so requested by the Winkler County Sheriff.
6. ECTOR shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees, but only in regard to transfer of prisoner(s) by ECTOR and duties herein assigned to ECTOR, specifically excluding the actual incarceration of prisoners by WINKLER. ECTOR retains full liability for each inmate until the inmate has been booked into the Winkler County Law Enforcement Center.
7. WINKLER shall be fully responsible and liable for all suits, damages, losses or expenses including reasonable attorney fees arising out of WINKLER's performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by WINKLER County Law Enforcement Center and specifically excluding the transfer of prisoner(s) by WINKLER County Law Enforcement Center and specifically excluding the transfer of prisoners to and from WINKLER unless transported by WINKLER.
8. PRIMARY TERM: The primary term of this Agreement is for a period of one (1) year from the date of execution.
9. RENEWALS: This Agreement may be renewed annually by mutual agreement of the parties. Ector County shall send a written request prior to the end of the primary or renewal term requesting renewal of the Agreement. In the event that the parties seek to renew this Agreement at the end of the primary term or any renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners' courts of the respective parties.

10. TERMINATION: This Agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 9. In addition, this Agreement may be terminated upon (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This Agreement will likewise terminate upon the happening of an event that renders the performance hereunder by Winkler County impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Ector County's inmates.
11. ECTOR has agreed to assume responsibility for all transportation of ECTOR prisoners housed in WINKLER.
12. FUNDING SOURCE: Ector County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of Ector County's Auditor below certifies that there are sufficient funds from current revenues available to Ector County to meet its obligations under this Agreement.

Executed by Sheriff of Winkler County on this ____ day of _____, 2024

Darin Mitchell, Winkler County Texas Sheriff

Charles Wolf, Winkler County Judge

Executed by Sheriff of Ector County on this ____ day of _____, 2024

Mike Griffis, Ector County Texas Sheriff

Approved by Ector County Commissioners Court on this ____ day of _____, 2024

Dustin Fawcett, Ector County Judge

Tristan Marques, Ector County Auditor



**ECTOR COUNTY, TEXAS
HUMAN RESOURCES DEPARTMENT**

**AIRPORT MANAGER
COMMISSIONER'S COURT**

The Ector County Commissioner's Court is in need of an Airport Manager. The Manager will oversee the efficient operations of the airport facility. The ideal candidate will have a strong background in aviation management, exceptional leadership skills, and a commitment to ensuring the safety, security, and satisfaction of all airport users.

PRIMARY DUTIES: The Airport Manager will work under the general guidance and direction of the Commissioner's Court and Ector County Judge. The Manager will supervise all aspects of airport operations including terminal management, runway usage, and ground services to ensure efficient and safe operation. Develop and implement policies and procedures to streamline operations and enhance the customer experience. Monitor and maintain compliance with all relevant aviation regulations and safety standards. Oversees the facility management and maintenance and upkeep of airport facilities, including runways, terminals, hangars, and support buildings. Coordinate with maintenance staff and external contractors to ensure timely repairs and improvements. Manage airport resources effectively to optimize operational efficiency and minimize downtime. Will foster a culture of exceptional customer service among airport staff, corporate customers, and other service providers. Address airport customers concerns and complaints in a timely and professional manner, striving to exceed expectations. Implement initiatives to enhance the customer experience and promote the airport as a preferred travel hub. Develop and manage the airport budget, ensuring fiscal responsibility and accountability. Identify opportunities for revenue generation and cost savings through strategic planning and innovative solutions. Monitor financial performance metrics and implement corrective actions as needed to achieve budgetary goals. Prioritize safety and security throughout all airport operations, implementing and enforcing relevant protocols and procedures. Collaborate with local authorities, regulatory agencies, and security personnel to mitigate risks and respond effectively to emergencies. Conduct regular safety audits and inspections to identify potential hazards and ensure compliance with all applicable regulations. Ability to research for and successfully apply for grants regarding the airport and airport related activities.

Build and maintain positive relationships with airport customers, government agencies, tenants, and other stakeholders to foster collaboration and mutual success. Represent the airport in meetings, negotiations, and public forums, advocating for the interests of the facility and the community it serves. Seek opportunities for partnerships and collaborations to enhance the airport's reputation and economic impact.

QUALIFICATIONS:

Bachelor's degree in Aviation Management, Business Administration, or a related field (Master's degree preferred). Minimum of 5 years of experience in airport management or a similar leadership role within the aviation industry. Comprehensive knowledge of airport operations, regulations, and industry best practices. Strong leadership abilities with proven experience in team management and development. Excellent communication and interpersonal skills, with the ability to interact effectively with diverse stakeholders. Sound financial acumen and experience managing budgets and financial performance. Demonstrated problem-solving skills and the ability to make sound decisions under pressure. Certification from relevant aviation authorities (e.g., Airport Certified Employee - ACE) is desirable. Private Pilot's License with Instrument Rating preferred but not required.

WORK CONDITIONS: The Airport Manager position typically operates in an office environment within the airport terminal, with frequent visits to various operational areas. The role may require occasional travel, including attendance at industry conferences and meetings.

SALARY: Up to \$40.87 p/h DOE plus excellent benefits; Monday thru Friday; 8:00 am-5:00 pm; and will include emergency responses 24/7.

DEADLINE: Until a sufficient amount of applications have been submitted for consideration.

Please apply at <https://ectortx.seamlessdocs.com/f/EmploymentApplication> or in person at the Human Resources Department, Ector County Annex Building 1010 E. 8th Street, Room 126, Odessa, Texas. Submit resume, cover letter, and any relevant certifications or credentials. Ector County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Notice: Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization. Passing a pre-employment urinalysis drug screen is required.



APPENDIX/SAATS MANUAL: EXHIBIT A
ECTOR COUNTY, TEXAS – SUBDIVISION PLAT APPLICATION FORM

DATE: 2/16/2024 COMMISSIONER PRECINCT: 4

PROPOSED SUBDIVISION: Gage Acres replat of Lot 9, Block 4

TRACT SIZE AND LOCATION: a 4.39 acre tract located on W Apple St

TOTAL NUMBER OF LOTS: 2

NAME OF NEAREST PUBLIC ROAD(S): S Hwy 385

CHECK ALL THAT APPLY:

☒
☐

WATER WELL
NATURAL GAS

☒
☐

OTHER Septic
OTHER _____

OWNER/APPLICANT: Irene E LeMarr

Address: 22350 S George St Canyon, Texas 79015

Telephone: 432-208-6341

Email: irene_lemarr@yahoo.com

ENGINEER: Steve Dennis, PE

Address: 409 E 57th St, Odessa, Texas 79762

Telephone: 432-367-5711

Email: s.dennis@swhowell.com

SURVEYOR: SW Howell Inc

Address: 409 E 57th St, Odessa, Texas 79762

Telephone: 432-367-5711

Email: s.howell@swhowell.com

1. Regarding a proposed subdivision, the following documents are required to be submitted for review at the time of the Plat Application ("Application"): all documents required for subdivision plats by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached Documents List for Subdivision Plat Application. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

☐ Yes ☒ No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of the variance items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

☐ Yes ☒ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the subdivision be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

☒ Yes ☐ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

Plans have yet to be designed.

6. Will the subdivision require a permit or other approval by another government or private entity?

☒ Yes ☐ No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department for the OSSF.

7. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

8. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

☒ Yes ☐ No. If No, please explain why you have not done so:

9. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

☐ Yes ☒ No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

10. Please note the following:

(a) Do you choose to participate in the County's Voluntary Preliminary Review procedure described § 3.7 of the Regulations? ☒ Yes ☐ No. If Yes, please attach: (i) the required written notice to the County regarding that Developer's decision; and (ii) all preliminary documents (i.e., concept plan, site plan, preliminary plat or other documents deemed by you relevant regarding the development project) that you request the County to review for the voluntary preliminary review procedure.

(b) Do you choose to participate in the County's Short-Form Plat procedure described in § 3.8 of the Regulations? ☒ Yes ☐ No. If Yes, please attach all documents: (i) showing that the proposed subdivision qualifies for the Short-Form Plat procedure; and (ii) required by the Regulations for Short-Form Plat procedure submission and approval.

(c) Are you requesting a replat, plat revision, plat amendment, plat vacation, or plat cancellation of a subdivision plat pursuant to the procedure described in § 4.3 of the Regulations? ☒ Yes ☐ No. If Yes, please attach all documents: (i) explaining and showing the lot or lots to be affected by requested procedure; and (ii) which support the submission and approval of the requested procedure pursuant to the Regulations.

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.

Irene LeMarr & Two Cities Towing

Owner/Applicant Signature

Printed Name: Janie Howell Agent

Title: Janie Howell President SW Howell Inc

Date: 2/20/2024

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR SUBDIVISION PLAT APPLICATION

Regarding a proposed subdivision development project as described in the Regulations, the following documents are required to be submitted with the Subdivision Plat Application Form:

- (a) ☐ a complete and executed Plat Application in compliance with the Regulations, with all required documents and payment of fees;
- (b) ☐ a proposed subdivision plat which is fully executed, certified, and acknowledged by the proper parties designated in the Regulations – but excluding from compliance at Plat Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County Judge, County Clerk, and County consulting engineer, and (ii) the filing or recordation of the plat;
- (c) ☐ a proposed subdivision plat and all supporting documents describing and demonstrating compliance with the Regulations regarding required plat formatting and other information, including without limitation: (i) property



APPENDIX/SAATS MANUAL: EXHIBIT B
ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL
COMMUNITY (MHRC) APPLICATION FORM

DATE: 4/14/2024 COMMISSIONER PRECINCT: Precinct 1

PROPOSED MHRC: 10197 W Westridge Drive __ Alvin Ruiz

TRACT SIZE AND LOCATION: 3.6532 Acre Tract of Westridge Subdivision Block 12 Lot 2

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 24-3 BDRM Mobile Homes

NAME OF NEAREST PUBLIC ROAD(S): Westridge Drive

CHECK ALL THAT APPLY:

☐ WATER WELL
☐ NATURAL GAS

☒ OTHER ECUD Water
☐ OTHER _____

OWNER/APPLICANT: Alvin Ruiz

ENGINEER: Michael P. Stroope, P.E.

Address: 8519 W University Blvd, Odessa, TX 79764

Address: 7033 101st Street, Lubbock TX 79424

Telephone: 432-530-3226

Telephone: 806-786-4940

Email: AR3estates@gmail.com

Email: michaelstroope@yahoo.com

SURVEYOR: Fred W. Lawton South Texas Surveying Assoc. Inc.

Address: 11281 Richmond Ave. Suite J-101 Houston, TX 77082

Telephone: 281-556-6918

Email: _____

1. Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for MHRC Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

☐ Yes ☒ No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

☐ Yes ☒ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the MHRC require a permit or other approval by another government or private entity?

☒ Yes ☐ No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department OSSF Permits

6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located and provide elevation certificate:

7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

☒ Yes ☐ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

OSSF Septic Systems

8. Will the MHRC be served by a public water or sewer system?

☒ Yes ☐ No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.
ECUD

9. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

☒ Yes ☐ No. If No, please explain why you have not done so:

10. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

☐ Yes ☒ No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach a Tax Certificate from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

11. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available:

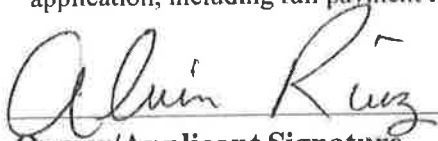
ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: _____

_____ ; and

- iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:
- _____
- _____

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.


Owner/Applicant Signature

Printed Name: Alvin Ruiz

Title: President

Date: 04-17-24

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR MHRC APPLICATION

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) ☐ a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;
- (b) ☐ a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations – but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;

- (c) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) ☐ a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) ☐ a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) ☐ a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) ☐ documents showing payment of all required fees; and
- (j) ☐ documents supporting your answers to Items (1) through (11) above.

PROPOSED


ECTOR COUNTY MHRC DEVELOPMENT

TO SERVE

10197 W Westridge Drive

3.6532 ACRE TRACT LOCATED ON
WESTRIDGE SUBDIVISION, BLOCK 12, LOT 2,
ECTOR COUNTY, TEXAS

for: Alvin Ruiz


Signature

04-17-24
Date

PREPARED BY:
MICHAEL P. STROOPE, P.E.
P.E. 94916 F-14806



Michael P. Stroope, P.E.
F-14806



4/14/2024

SHEET INDEX

1. COVER SHEET
2. LOCATION
3. SURVEY & PLAT
4. FLOOD PLAIN
5. CONTOUR MAP
6. SITE PLAN
7. PROPOSED OSSF

APRIL 2024

NOTE:

This plan complies with the regulations and all applicable requirements of the County's active sewer, drainage, septic or OSSF regulations, the County's active floodplain management regulations and State and Federal Law.

ECTOR COUNTY MHRC DEVELOPMENT
Alvin Ruiz
8519 W University Blvd
Odessa, TX 79764

10197 W Westridge Drive
3.6532 Acre Tract Located in
Westridge Subdivision, Block 12,
Lot 2, Ector County, Texas

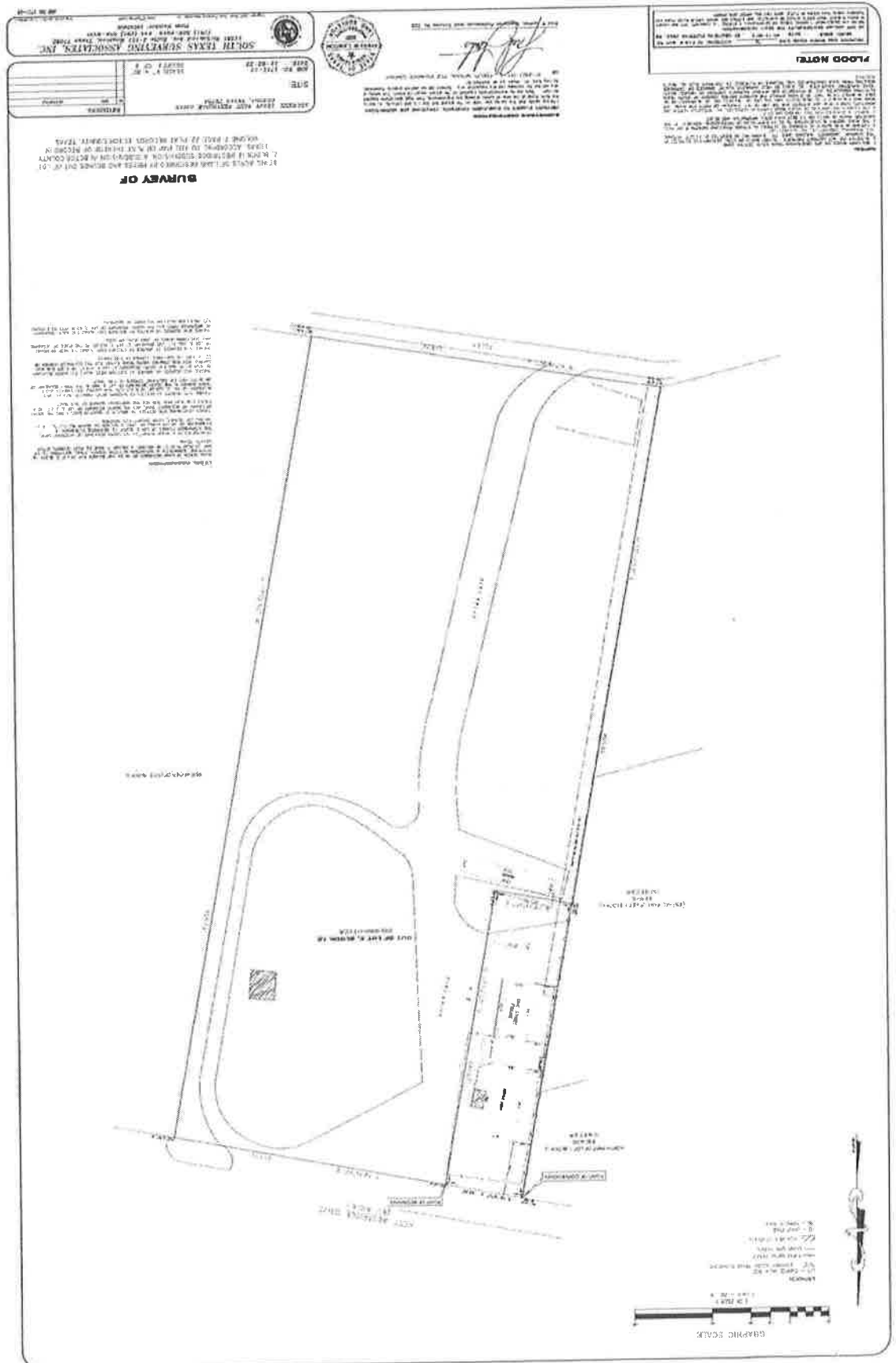
Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

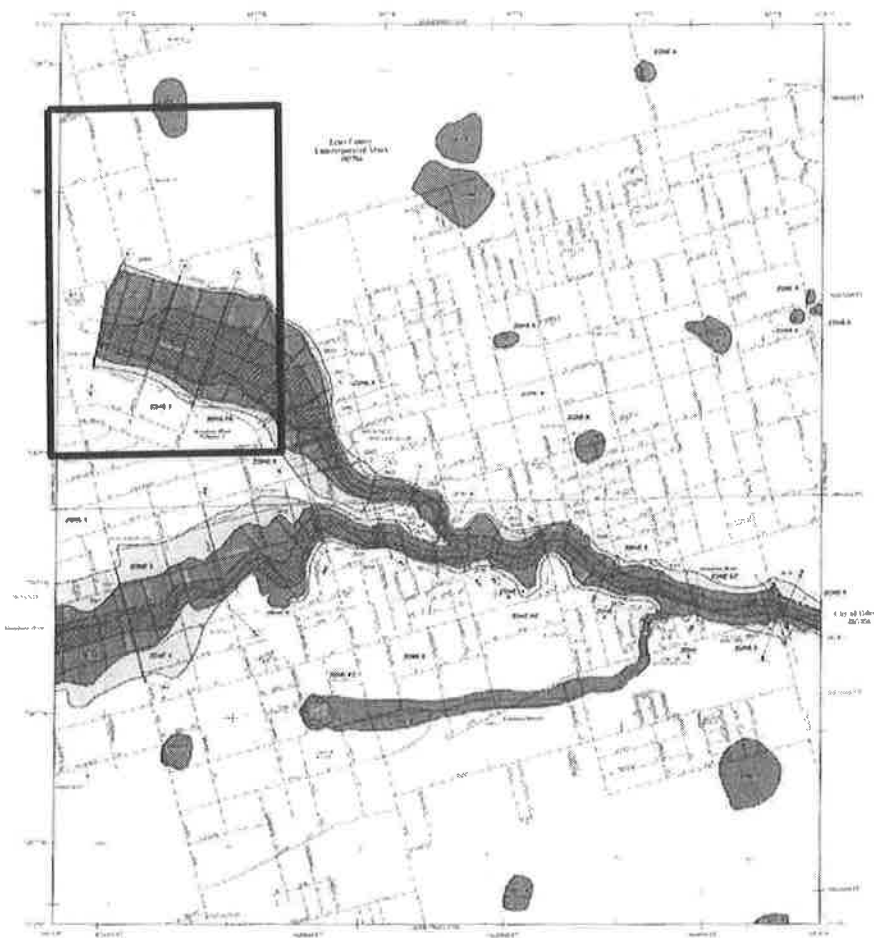
Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

NO SCALE

SURVEY & PLAT

Survey was not commissioned by the engineer. It was provided by the owner as required by the Factor County Manufactured Home Rental Community Standards, Exhibit G, 1, (d). The engineer has made no revisions or modifications.



[illegible][illegible][illegible]

FEMA National
Flood Insurance Program
NO SCALE

ECTOR COUNTY MHRC DEVELOPMENT
Alvin Ruiz
8519 W University Blvd
Odessa, TX 79764

10197 W Westridge Drive
3.6532 Acre Tract Located in
Westridge Subdivision, Block 12,
Lot 2, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

Block 5
Lot 4

Block 5
Lot 4

W Westridge Drive




Michael P. Stroope, P.E.
F-14806

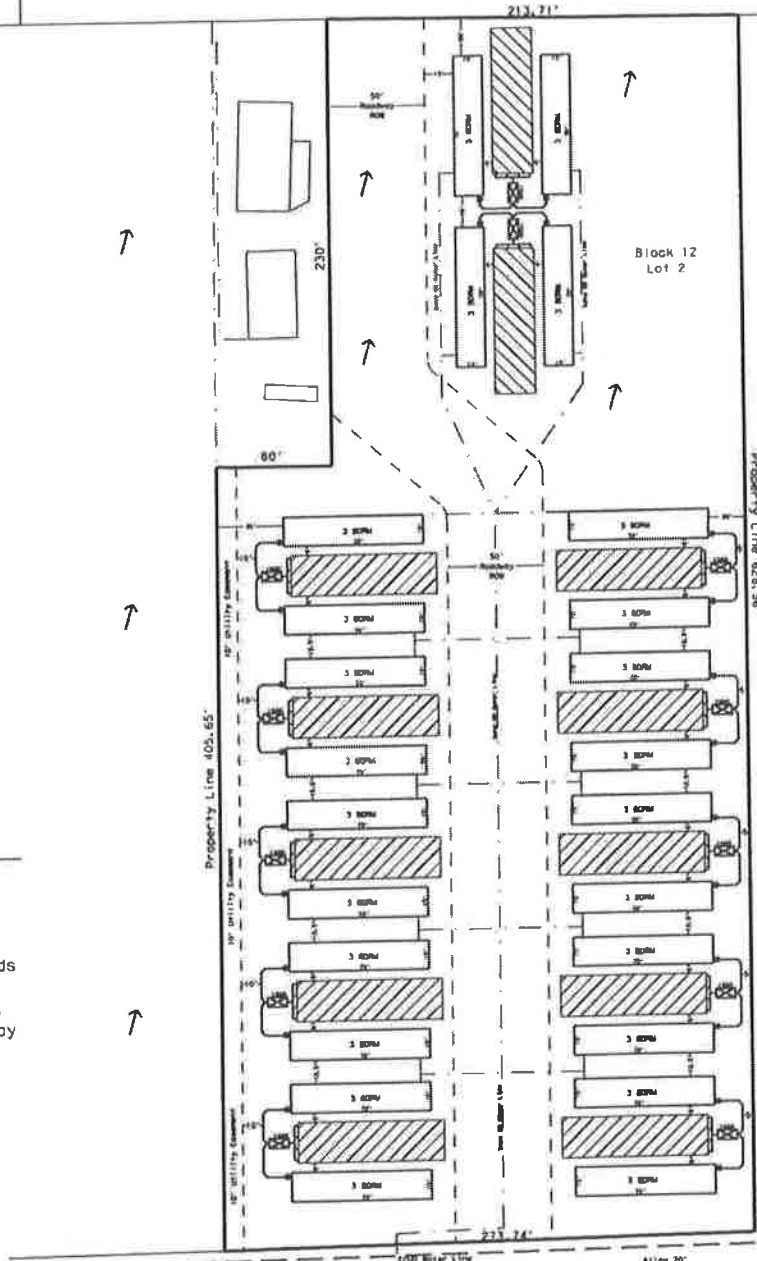
[Signature]

4/14/2024

Notes

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibit B: Road Standards and comply with TxDOT Standards for driveways adjacent to State Highways. This plan is not intended for driveway permitting process.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.

Water Line ————
Waste Water ————
Water Meter (M)
Proposed OSSF 
Proposed Drainage Flow →



Block 12
Lot 1

Block 12
Lot 2

Block 12
Lot 2
(remainder)

Block 12
Lot 5

SITE PLAN

SCALE
1" = 100'

ECTOR COUNTY MHRC DEVELOPMENT
Alvin Ruiz
8519 W University Blvd
Odessa, TX 79764

10197 W Westridge Drive
3.6532 Acre Tract Located in
Westridge Subdivision, Block 12,
Lot 2, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

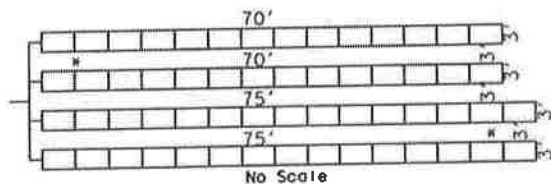
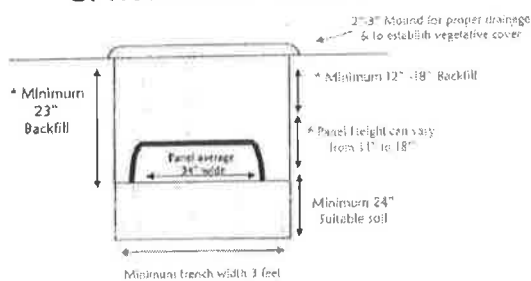


Michael P. Stroope, P.E.
F-14806

[Signature]

4/14/2024

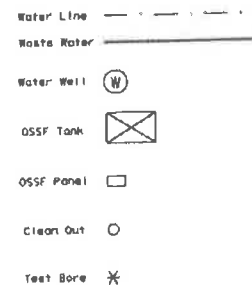
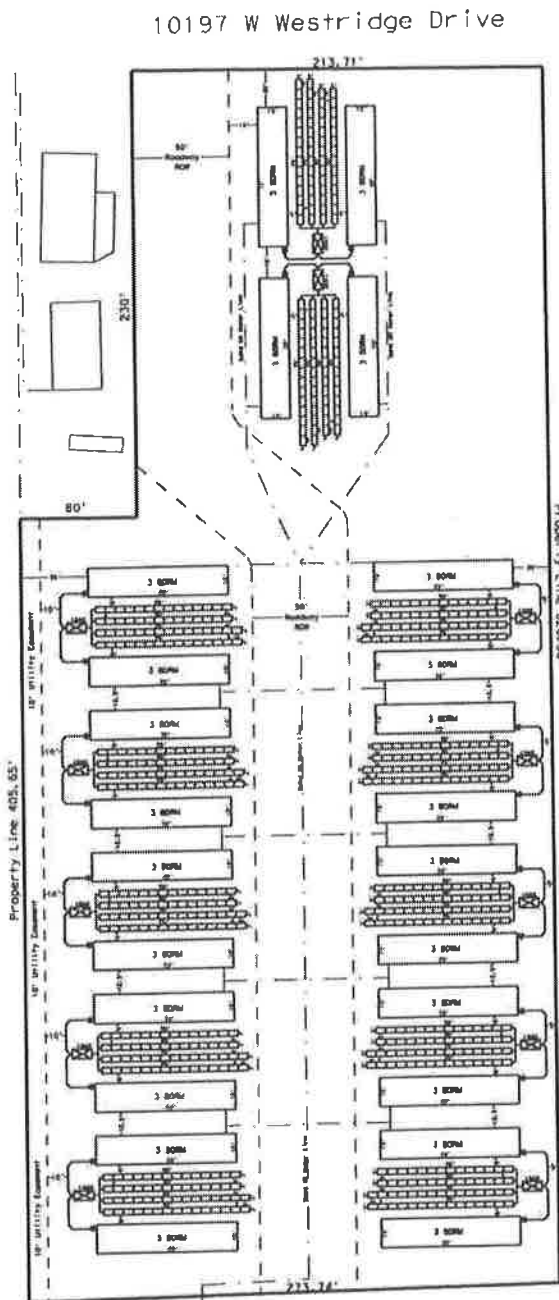
CROSS SECTIONAL VIEW OF A STANDARD TRENCH



Class II
Standard Trench System
2-3 BDRM Mobile Homes
 $Q / Ra / AA = 0.6 = L$
 $600 / .025 / 5 = 0.6 = 288ft$
Length = 290 ft (58 panels)

12 SETS OF 2-3 BDRM SYSTEM DESIGN

- Each system is based on 2-3 BDRM mobile homes.
- Wastewater Usage Rate (Q) = 600 GPD (300 each)
- Minimum Septic Tank Volume = 1500 Gallons
- The Property is served by ECUD main.
- All piping shall be 4" Sch. 80 PVC.
- Soil Classification does not require soil substitution.
- See sizing calculations for Class II standard trench systems.
- Installation of any item of this system shall be done per TCEQ OSSF regulations and/or manufacturer's recommendations.
- Landowner to provide barriers around each system to avoid damage to system from vehicular traffic.
- Collector line shall be encased or Sch. 80 where traffic is crossing.
- Installation of any water services shall comply with all applicable TCEQ regulations.



PROPOSED OSSF

SCALE
1" = 100'

ECTOR COUNTY MHRC DEVELOPMENT
Alvin Ruiz
8519 W University Blvd
Odessa, TX 79764

10197 W Westridge Drive
3.6532 Acre Tract Located in
Westridge Subdivision, Block 12,
Lot 2, Ector County, Texas

Michael P. Stroope, P.E.
P.E. 94916 F-14806
7033 101st Street
Lubbock, TX 79424
806-786-4940

PROPOSED
ECTOR COUNTY
MHRC DEVELOPMENT
TO SERVE
10620 W. PALOMINO DRIVE

1.4819 ACRE LOCATED IN
WESTLAND SUB BLK 6 E 200 OF LOT 6
ECTOR COUNTY TEXAS

FIDEL FABELA

Fidel Fabela

SIGNATURE

3-15-2024

DATE

SHEET INDEX

1. COVER SHEET
2. PLAT
3. SURVEY
4. FLOOD PLAIN
5. CONTOUR MAP
6. SITE MAP
7. SITE GRADING
8. PROPOSED OSSF
9. DRAIN FIELD
10. AREA MAP
11. TAX CERTIFICATE

PREPARED BY
RAUL HERNANDEZ, P.E.
P.E. 71179 F-16459

MARCH 2024

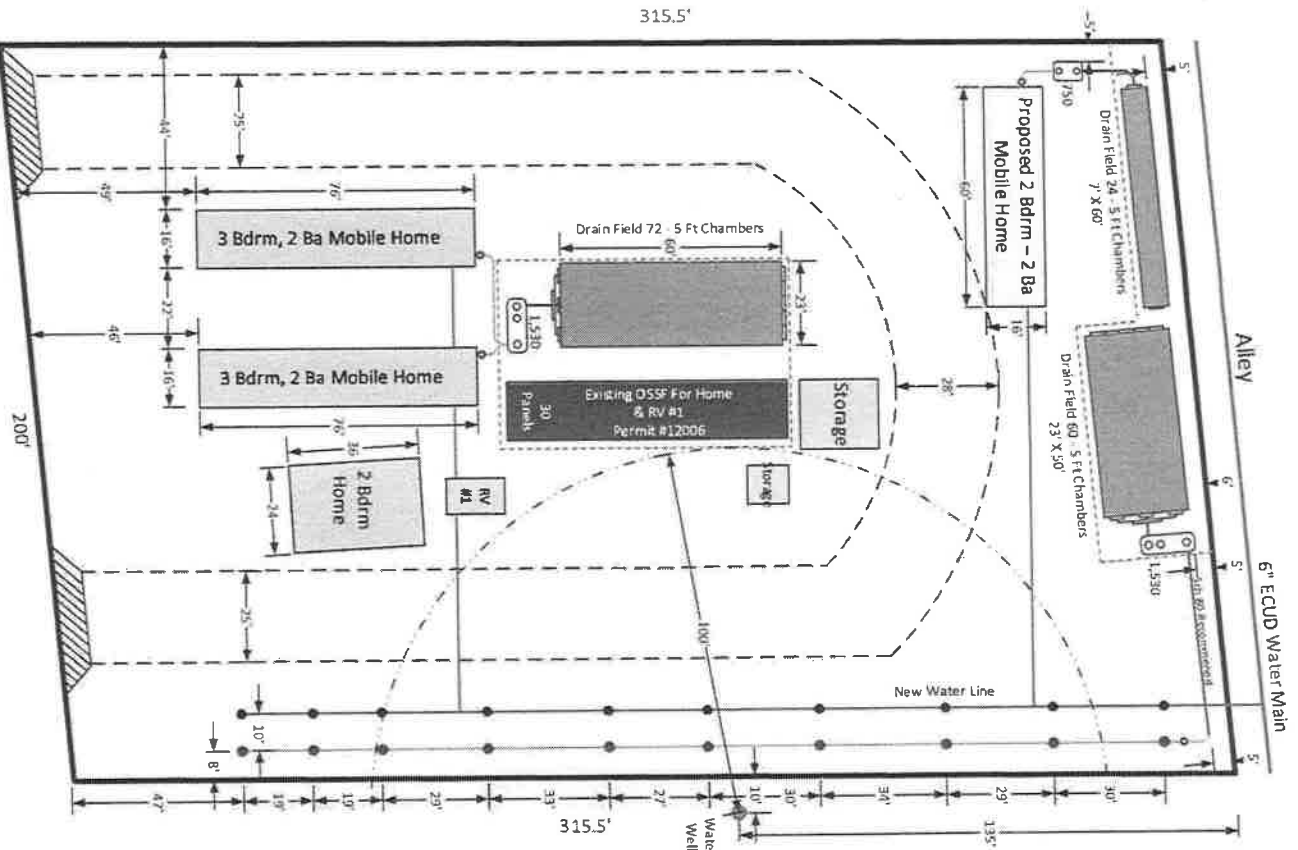


Raul Hernandez P.E.
Signed and Sealed Cover Page, Surv.

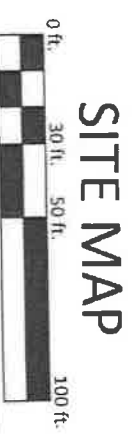
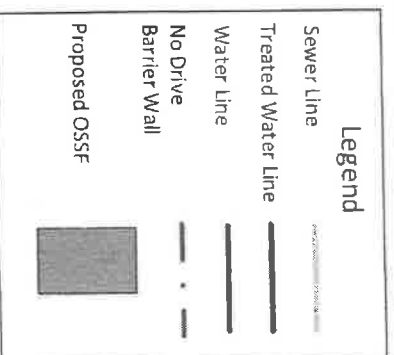
Ector County MHRC Development Fidel Fabela 10620 W. Palomino Drive Odessa, Texas 79764	10620 W. Palomino Drive Westland Sub Blk 6 E 200 of Lot 6	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 1 of 11
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Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TXDOT Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.
3. This Plan complies the Ector County's active sewer, drainage; septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to private well water, following all TCEQ rules and regulations; Shall be no closer than 10 feet from any Absorption System, 10 feet from any tank, and 10 feet from any sewer pipe.



W. Palomino Drive



Raul Hernandez P.E.
April 18, 2024

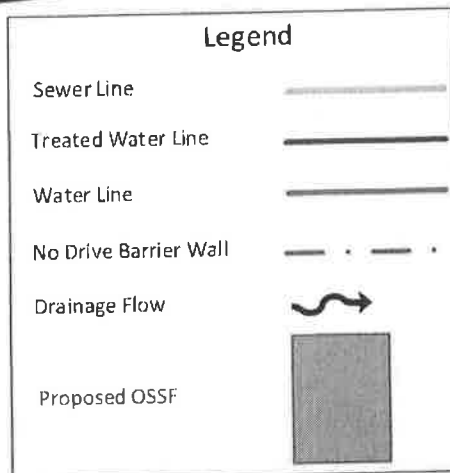
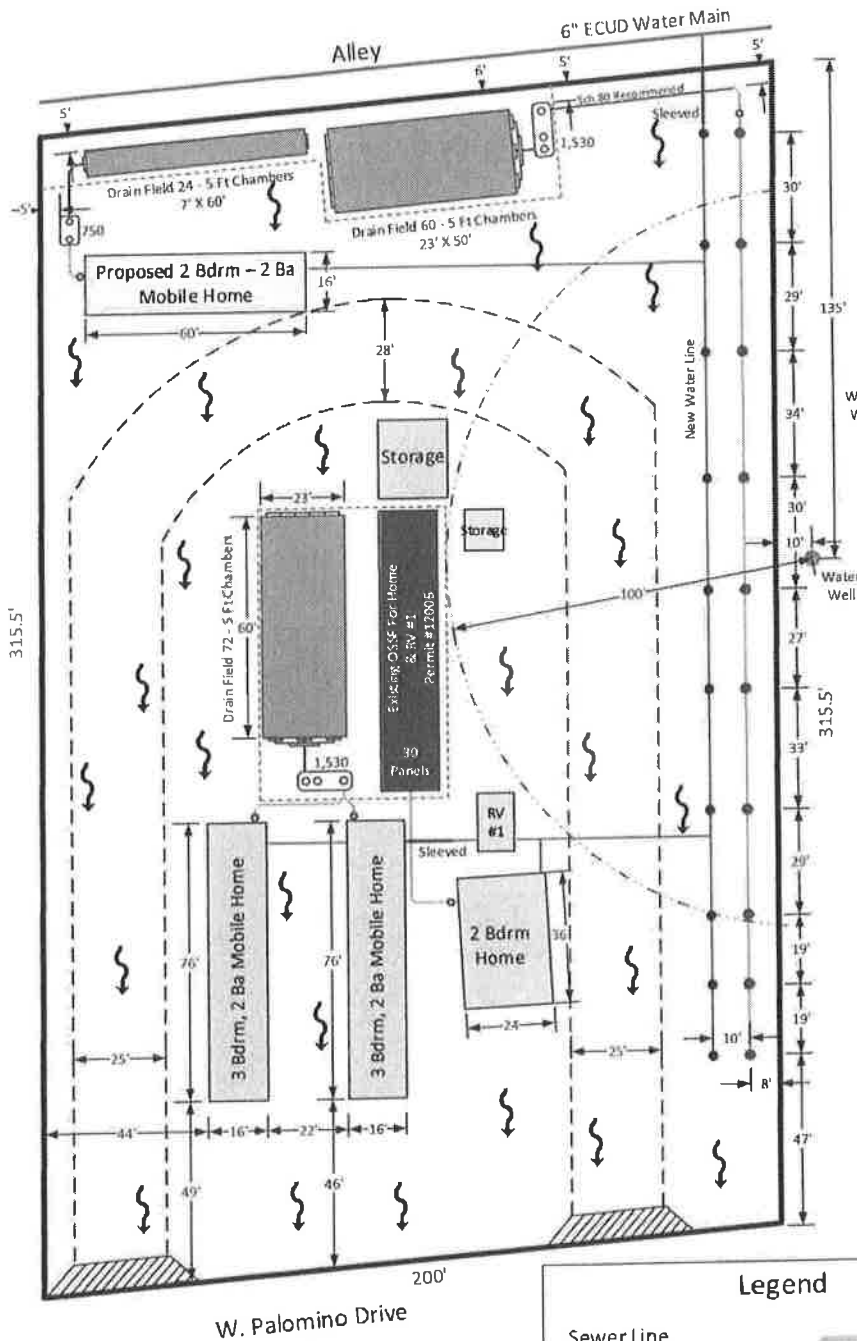
Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 6 of 11

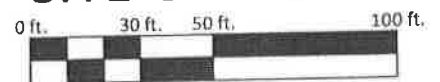
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4. This property has access to ECUD water, following all TCEQ rules and regulations; Shall be no closer than 10 feet from any Absorption System, 10 feet from any tank, and 10 feet from any sewer pipe.



Raul Hernandez P.E.
April 18, 2024

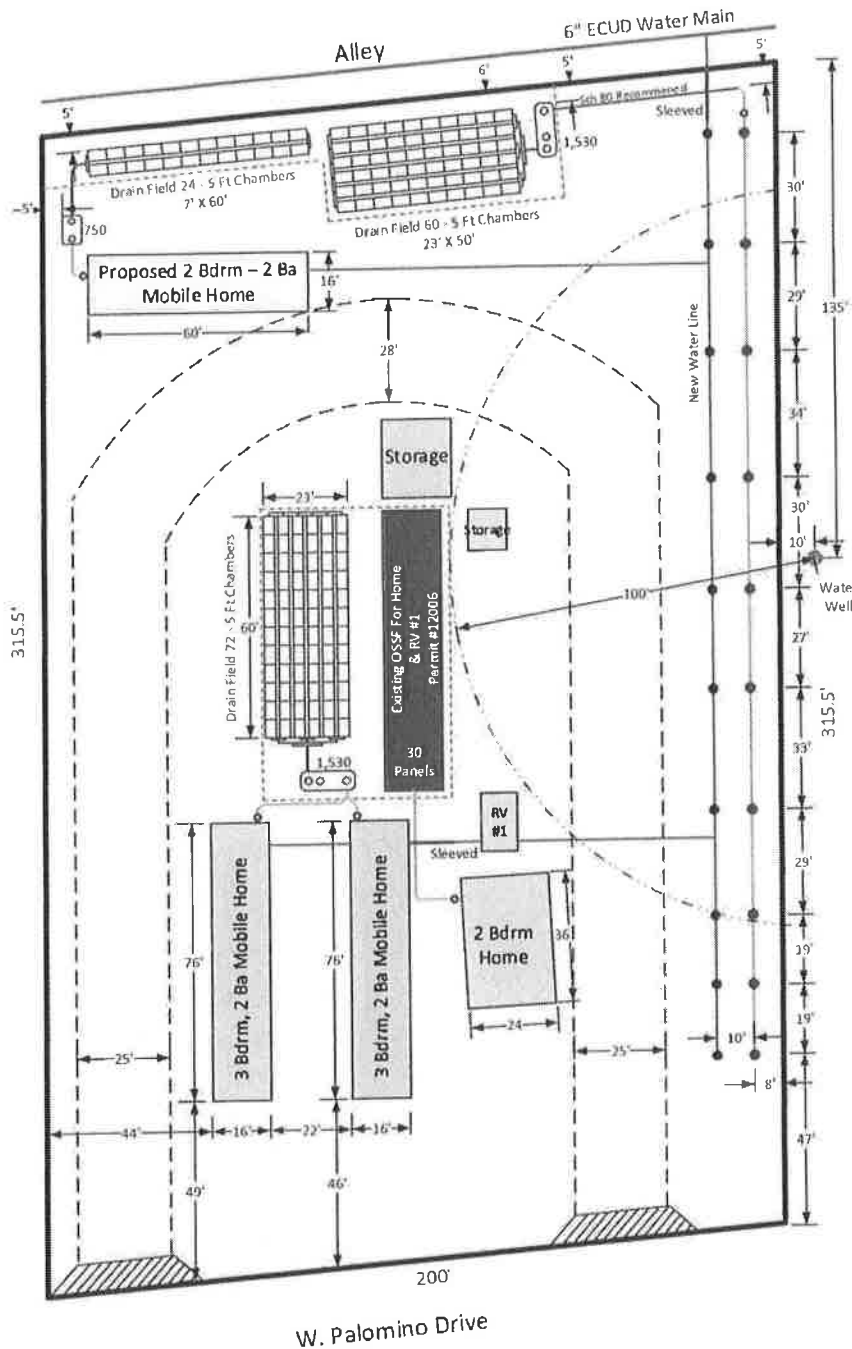
SITE GRADING



Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

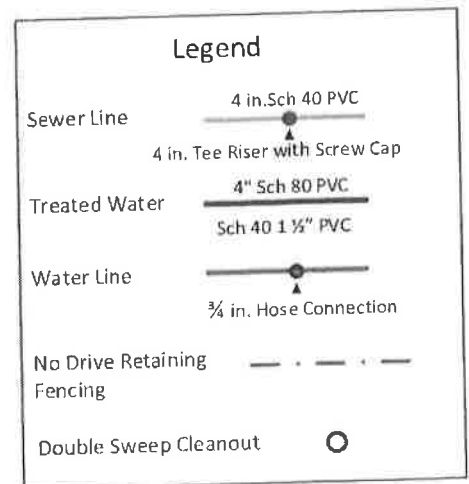
10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 7 of 11



Design Notes

1. The proposed 3 OSSF systems shall be capable of treating waste water from an AS BUILT 11 RV Park, 2- 3 Bdrm, 1- 2 Bdrm Mobile Homes and 1- 2 Bdrm Home; Without water saving devices. The Home is serviced by Permitted OSSF #1206.
2. Wastewater Usage Rate (Q) = (11X50) + (2X300) + 225 + 225 = 1,600 gpd max.
3. Required leaching area = $Q / .25 = 6,400$ sq ft.
4. Provided leaching area = 2,530 sq ft., with reduction.
5. This system is designed to treat domestic waste water only.
6. Minimum septic tank volume = $1,750 + .75(Q) = 2,950$ gal, 4,810 gal., total septic installed
7. Refer to Infiltrator specifications and calculations.
8. This property has access to ECUD water.
9. Installation of water services shall comply with all applicable TCEQ regulations.
10. Landowner to provide No Drive Barriers around System to avoid damage from vehicular traffic.
11. All Panels shall be screwed together end to end.
12. Ingress and egress depicted.



PROPOSED OSSF

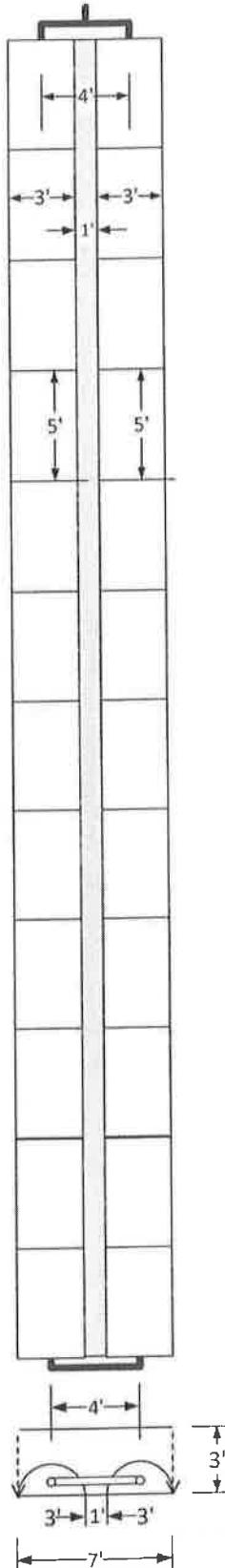


Raul Hernandez P.E.
April 18, 2024

Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 8 of 11



1 Mobile Home W/O Water Saving Devices

Type II Soil

$$Q = 225 \text{ gpd}$$

$$R_a = .25$$

4 ft center to center

2 rows

$$W = 7 \text{ ft}$$

$$A = Q/R_a$$

$$A = 225/.25 = 900 \text{ sq ft}$$

$$L = .6A - 2W / W + 2$$

$$L = .6(900) - 2(7) / (7) + 2$$

$$L = 58.44 \text{ ft}$$

Panels/Row

$$58.44/5 = 11.7$$

$$= 12 \text{ panels/row}$$

Using 2 rows, 12 panels/row

$$= 24 \text{ panels total}$$

$Q = 225$, Min Tank Vol = 750 gallons

Installing a 750 Gal Baffled Septic Tank

In a looped system

In a bed, 7 ft Wide

60 ft Long

3 ft Deep



Raul Hernandez P.E.

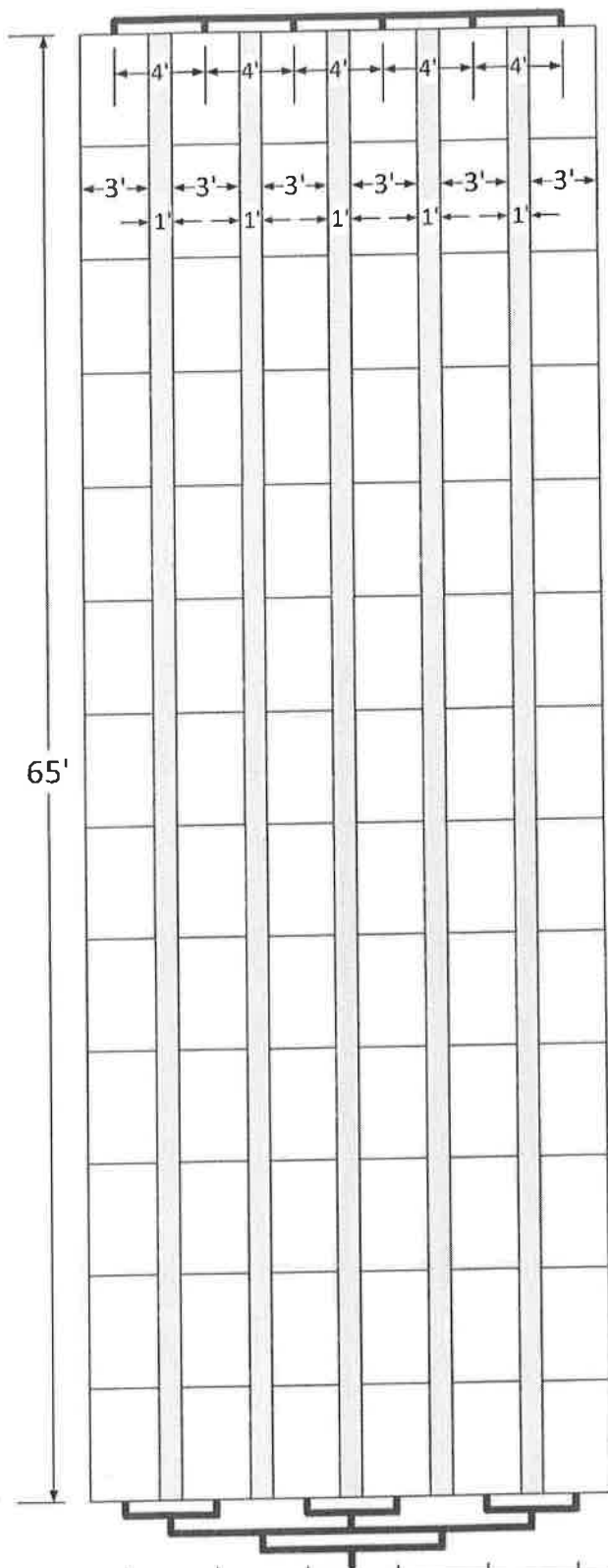
April 18, 2024

DRAIN FIELD A

Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 9a of 11



2, 3 Bdrm, 2 Ba Mobile Homes and 1 RV
 W/O Water Saving Devices
 With Type II soil
 $Ra = .25$

$$Q = (2 \times 300) + 50 = 650 \text{ gpd}$$

4 ft center to center
 6 rows
 $W = 23 \text{ ft}$
 $A = Q / .25 = 650 / .25 = 2,600 \text{ sq ft}$
 $L = .6A - 2W / W + 2$
 $L = .6(2,600) - 2(23) / (23 + 2)$
 $L = 60.56 \text{ ft}$

Panels/Row
 $60.56 / 5 = 12.12$
 $= 13 \text{ Panels}$

Using 6 rows, 13 panels/row
 $= 78 \text{ panels total}$

$Q = 650 \text{ gpd}, V = 2.5Q = 1,625 \text{ gal}$
 Min Tank Vol = 1,625 gal

Installing one 1,530 gallon septic tank for
 the 2, 3 Bdrm MHs and a 750 gallon septic
 tanks for the RV.

In a looped system
 In a bed, 23 ft wide
 65 ft long
 3 ft deep



Raul Hernandez P. E.
 April 18, 2024

DRAIN FIELD B

Ector County MHRC Development
 Fidel Fabela
 10620 W. Palomino Drive
 Odessa, Texas 79764

10620 W. Palomino Drive
 Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
 RANDR Engineering, F-16459
 10313 Allway Drive
 El Paso, Texas 9b of 11



ECTOR COUNTY APPRAISAL DISTRICT

Anita Campbell, RPA, RTA, Tax Assessor/Collector
1301 E. 8th Street
Odessa, TX 79761-4726
(432) 332-8834 phone
Info@ectorcad.org - email
www.ectorcad.org - website

Jurisdiction Code	Jurisdiction Name
COU	ECTOR COUNTY
ECISD	ECTOR COUNTY I S D
ECUD	ECTOR COUNTY UTILITY DIST
HOS-	ECTOR CO HOSPITAL DIST
OC	ODESSA COLLEGE

TAX CERTIFICATE

Account No. 35100.00436.00000

Certificate No. 2026242-03

Property Owner

FABELA FIDEL

2519 SANTA CRUZ LN

ODESSA, TX 79763-2226

Property Description

WESTLAND SUB

BLOCK 6

E 200 OF LOT 6

Last Certified Property Value

Land: 35,503

Structures: 18,277

Total: 53,780

Exemptions Granted:

Property Location: 10620 W PALOMINO DR

Years Due	Jurisdiction Codes	Tax Amount Due	Penalty & Interest	Attorney Fee Due	Amount Due
2023		0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00	0.00
2021		0.00	0.00	0.00	0.00
2020		0.00	0.00	0.00	0.00
2019		0.00	0.00	0.00	0.00
2018		0.00	0.00	0.00	0.00
2017		0.00	0.00	0.00	0.00
2016		0.00	0.00	0.00	0.00
2015		0.00	0.00	0.00	0.00
2014		0.00	0.00	0.00	0.00
2013		0.00	0.00	0.00	0.00
2012		0.00	0.00	0.00	0.00
2011		0.00	0.00	0.00	0.00
2010		0.00	0.00	0.00	0.00
2009		0.00	0.00	0.00	0.00
2008		0.00	0.00	0.00	0.00
2007		0.00	0.00	0.00	0.00
Total Amount Due					0.00

If paid before: 04/01/2024

SIGNATURE OF AUTHORIZED OFFICER OF COLLECTION:

Issued To:

RAUL HERNANDEZ



DATE

ECADPROD

TAX CERTIFICATE

Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 11 of 11

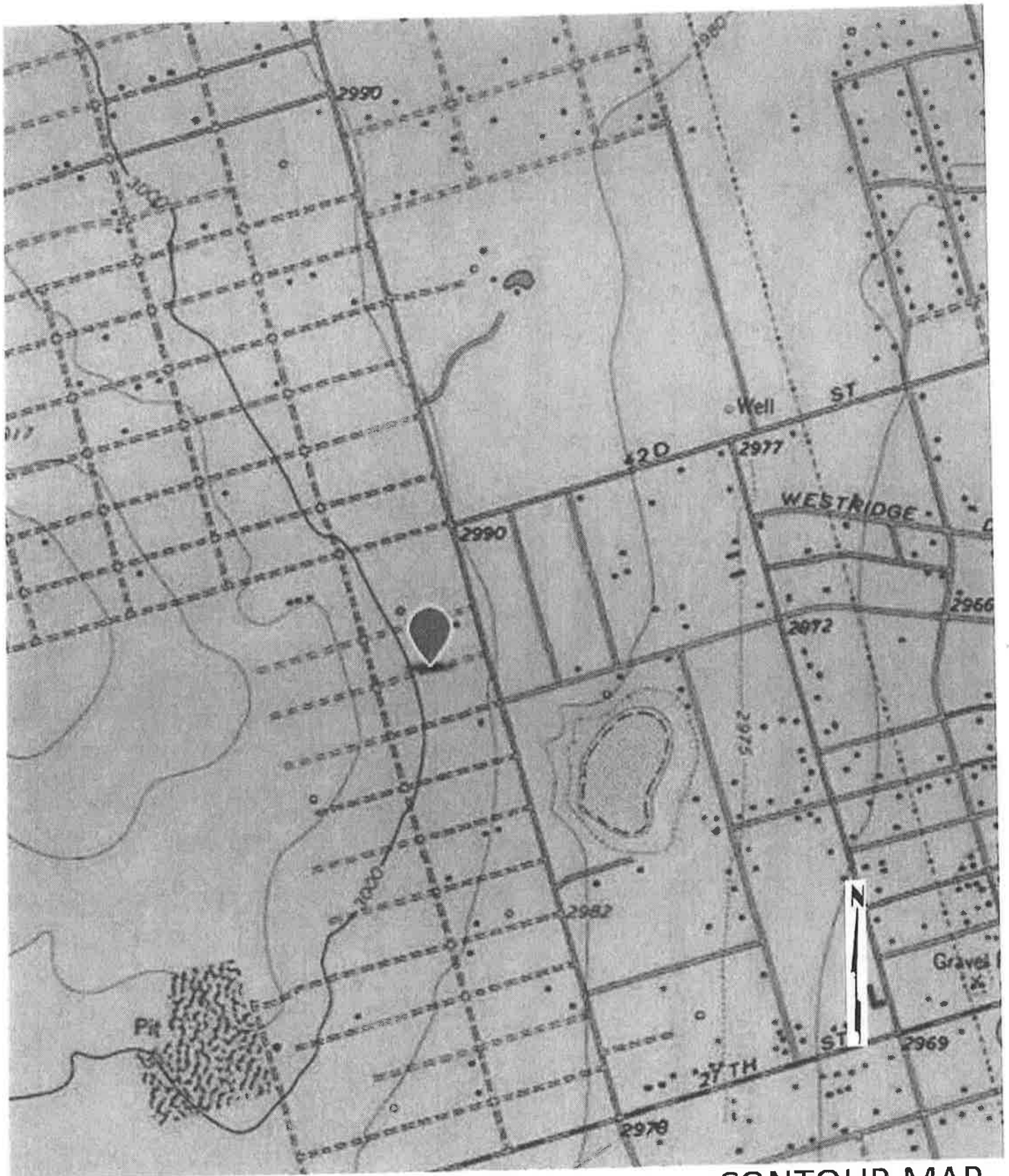


AREA MAP No Scale

Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764 \

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 10 of 11



CONTOUR MAP No Scale

Ector County MHRC Development
Fidel Fabela
10620 W. Palomino Drive
Odessa, Texas 79764

10620 W. Palomino Drive
Westland Sub Blk 6 E 200 of Lot 6

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 5 of 11

National Flood Hazard Layer FIRMeTte



102°30'29"W 31°51'8"N



Legend

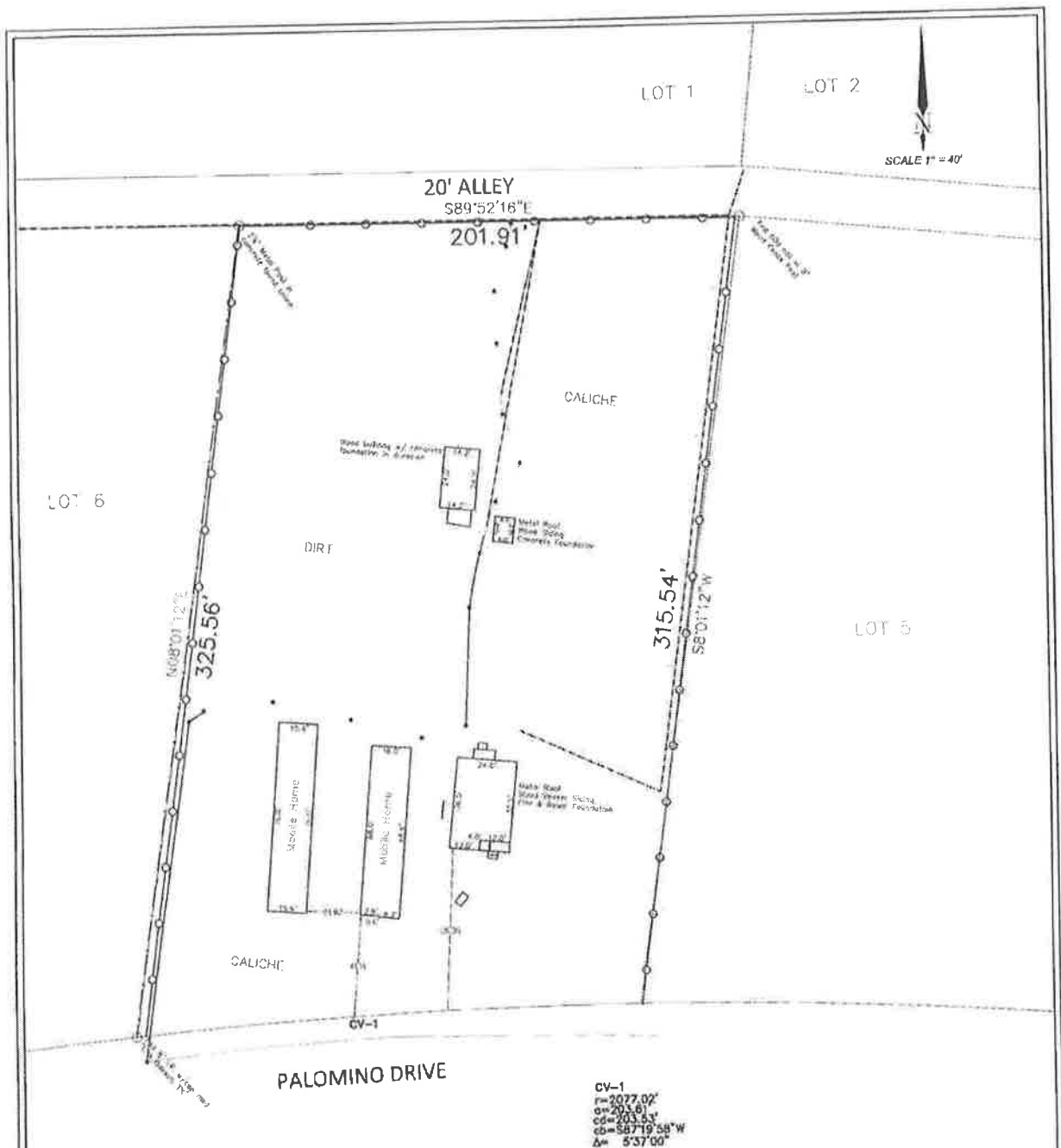
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (SFE) Zone A, V, AE, AH
 - With SFE or Depth Zone AE, AH, VE, VE, VE, AH
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Flood Risk due to Levees. See Notes.
 - Area with Flood Risk due to Levees
- OTHER AREAS OF FLOOD HAZARD**
 - NO SCREEN Area of Minimal Flood Hazard
 - Effective LOMRs
 - Area of Undetermined Flood Hazard
- OTHER AREAS**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- GENERAL STRUCTURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- OTHER FEATURES**
 - Digital Data Available
 - No Digital Data Available
 - Unmapped
- MAP PANELS**
 - The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/22/2024 at 3:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.



I, SAM HOWELL II A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PLAT HEREON OF THE LOT 6, BLOCK 6, WESTLAND SUBDIVISION, PLAT OF WHICH IS RECORDED IN VOLUME 7, PAGE 36, ECTOR COUNTY PLAT RECORDS, ECTOR COUNTY, TEXAS, WAS PREPARED UNDER MY SUPERVISION ON FEBRUARY 27, 2024

S W HOWELL INC.

Sam Howell II
3-22-2024



SAM HOWELL II
REGISTERED PROFESSIONAL LAND SURVEYOR # 4631



Date:	MARCH 22, 2024
Rev Date:	
Job Number:	24-37077
Ref Number:	N/A
Drawn by:	KNM

LOT 6, BLOCK 6,
WESTLAND SUBDIVISION,
IMPROVEMENT SURVEY
FOR MHRC
ECTOR COUNTY, TEXAS
Address: 10620 W PALOMINO DR. ODESSA, TX 79763

S.W. HOWELL, INC.
409 East 57th Street, Odessa, Texas, 79762
Phone: (432) 367-5711
swh@swhowell.com
TEXAS SURVEYING FIRM #27-100147-00
TEXAS ENGINEERING FIRM #01-173
Surveying, Engineering and Land Planning
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APPENDIX/SAATS MANUAL: EXHIBIT B
ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL
COMMUNITY (MHRC) APPLICATION FORM

DATE: March 18, 2024 COMMISSIONER PRECINCT: P-1
PROPOSED MHRC: 2, 3 Bdrm Mobile Homes (MH), 1, 2 Bdrm MH, 11 AS Built RVs
TRACT SIZE AND LOCATION: 1.4819 Acre, Westland Sub, Blk 6, E 200 of Lot 6
10620 W. Palomino, Odessa, Texas 79764, Ector County
TOTAL NUMBER OF LOTS, PARKS OR SPACES: 14
NAME OF NEAREST PUBLIC ROAD(S): N. Robin Avenue
CHECK ALL THAT APPLY:

☐ WATER WELL
☐ NATURAL GAS

☐ OTHER _____
☐ OTHER _____

OWNER/APPLICANT: Fidel Fabela
Address: 2519 Santa Cruz In, Odessa, TX 79763
Telephone: (432) 276-2921
Email: fidelfabela767@gmail.com

ENGINEER: Raul Hernandez PE
Address: 10313 Allway Drive, El Paso, TX 79925
Telephone: (915) 204-3354
Email: randreng@gmail.com

SURVEYOR: S.W. Howell, Inc
Address: 409 E. 57th St., Odessa, TX 797
Telephone: (432) 367-5711
Email: s.howell@swhowell.com



Raul Hernandez P.E.
March 18, 2024

1. Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for MHRC Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

☐ Yes ☒ No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of the variance request items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

☐ Yes ☒ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the MHRC require a permit or other approval by another government or private entity?

☒ Yes ☐ No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department

6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

☒ Yes ☐ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

OSSF

8. Will the MHRC be served by a public water or sewer system?

☒ Yes ☐ No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

ECUD

9. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, please provide elevation certificate.

10. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

☒ Yes ☐ No. If No, please explain why you have not done so:

11. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

☐ Yes ☒ No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

12. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:

2, 3 Bdrm-2 Ba Mobile Homes (MH), 1, 2 Bdrm - 2 Ba MH, 11 AS Built RVs

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available: Attached

ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: N/A

_____ ; and

iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:
N/A

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.

Sidel Subela

Owner/Applicant Signature

Printed Name: Fidel Fabela

Title: Owner

Date: March 18, 2024

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR MHRC APPLICATION

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) ☒ a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;

- (b) ☒ a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations -- but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;
- (c) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards -- and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) ☒ a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) ☒ a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) ☒ documents showing payment of all required fees; and
- (j) ☒ documents supporting your answers to Items (1) through (12) above.

PROPOSED

ECTOR COUNTY

MHRC DEVELOPMENT
TO SERVE

2511, 2513, 2515 W. 81ST STREET

THREE TRACTS TOTALING 1.4977 ACRE LOCATED IN
AIRWAY ACRES BLK 4, W 83 OF LOT 3, E 75 OF LOT 2,
W 75 OF E 150 OF LOT 2
ECTOR COUNTY TEXAS

PABLO GUTIERREZ


SIGNATURE

4-2-24
DATE

SHEET INDEX

1. COVER SHEET
2. PLAT
3. SURVEY
4. FLOOD PLAIN
5. CONTOUR MAP
6. SITE MAP
7. SITE GRADING
8. PROPOSED OSSF
9. DRAIN FIELDS A, B
10. AREA MAP
11. TAX CERTIFICATES A, B, C

PREPARED BY
RAUL HERNANDEZ, P.E.
P.E. 71179 F-16459

APRIL 2024




March 28, 2024

Ector County MHRC Development Pablo Gutierrez 210 SW 3 rd Street Andrews, Texas 79717	2511, 2513, 2515 W. 81 st Street Westway Acres Blk 4, W 83 of Lot 3 Westway Acres Blk 4, E 75 of Lot 2 Westway Acres Blk 4, W 75 of E 150 of Lot 2	Raul Hernandez PE, 71179 RANDR Engineering, F-16459 10313 Allway Drive El Paso, Texas 1 of 11
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National Flood Hazard Layer FIRMette



102°25'54"W 31°55'23"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A V, A99
With BFE or Depth Zone AE, A99, A98, A97, A96
Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes, Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs

OTHER AREAS

Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

OTHER FEATURES

Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Tract
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Tract Baseline
Profile Baseline
Hydrographic Feature

MAP PANELS

Digital Data Available
No Digital Data Available
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/6/2024 at 11:18 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FLOOD PLAIN

No Scale

Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 4 of 11



CONTOUR MAP No Scale

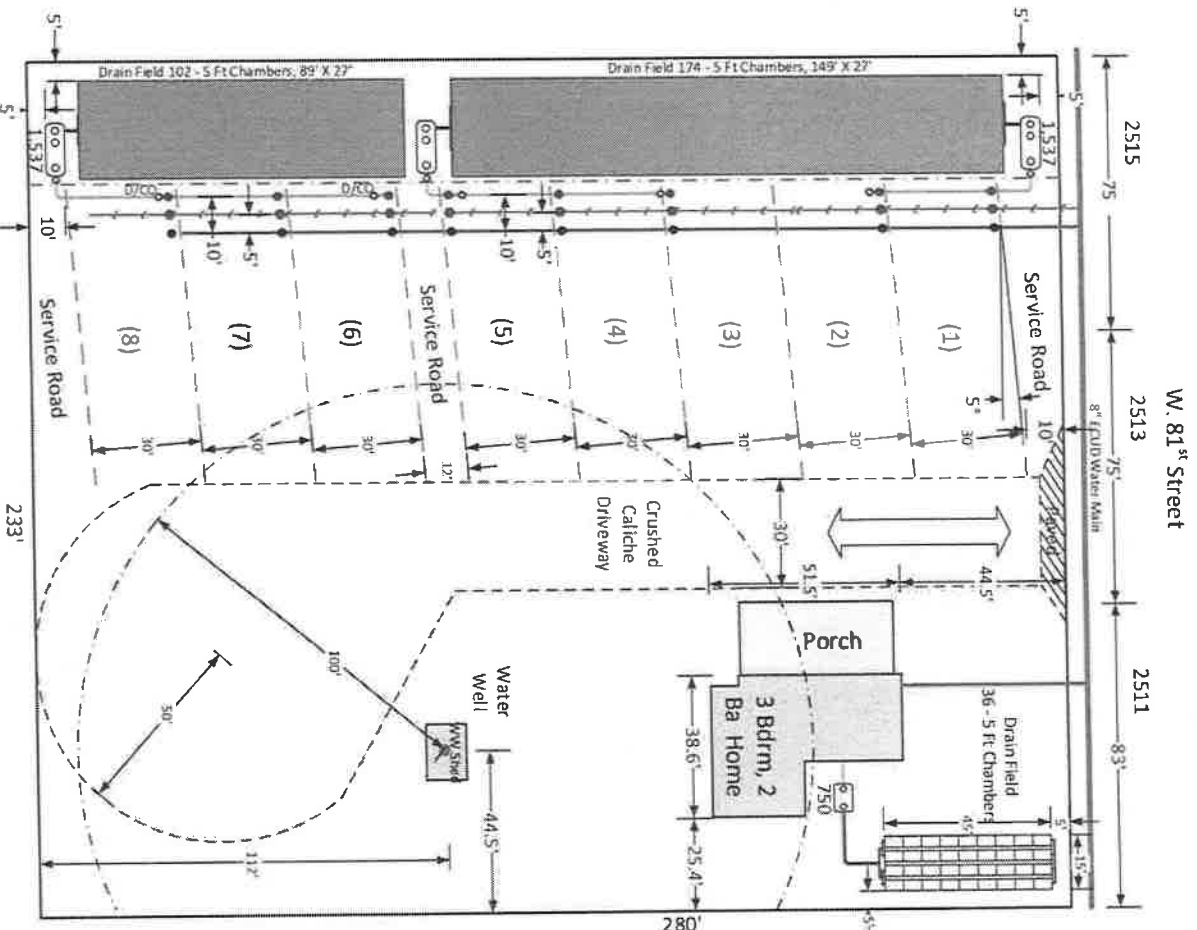
Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 5 of 11

Notes:

1. Access Drives and existing and proposed roadways shall meet or exceed the Ector County design and construction requirements for subdivisions, Exhibition B: Road Standards shall comply with TxDot Standards for driveways adjacent to State Highways. This Plan is not intended for driveway permitting purposes.
2. MHRC structures and OSSF are not located in floodplain. Improvements to the tract shall provide adequate drainage for the MHRC. The drainage requirements shall be in compliance with subdivision regulations for Ector County.
3. This Plan complies the Ector County's active sewer, drainage, septic or OSSF regulations; the Ector County's floodplain management regulations and the Texas State and Federal law; and all applicable requirements.
4. This property has access to private well water, following all TCEQ rules and regulations; Shall be no closer than 10 feet from any Absorption System, 10 feet from any tank, and 10 feet from any sewer pipe.



March 28, 2024

SITE MAP



**Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717**

2511, 251, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 6 of 11

National Flood Hazard Layer FIRMette



102°25'54"W 31°55'24"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

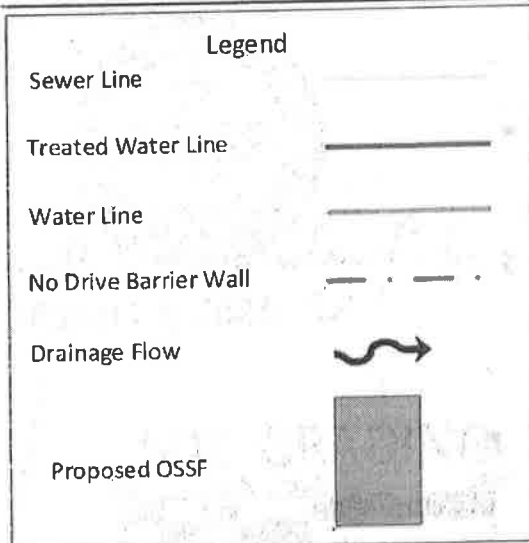
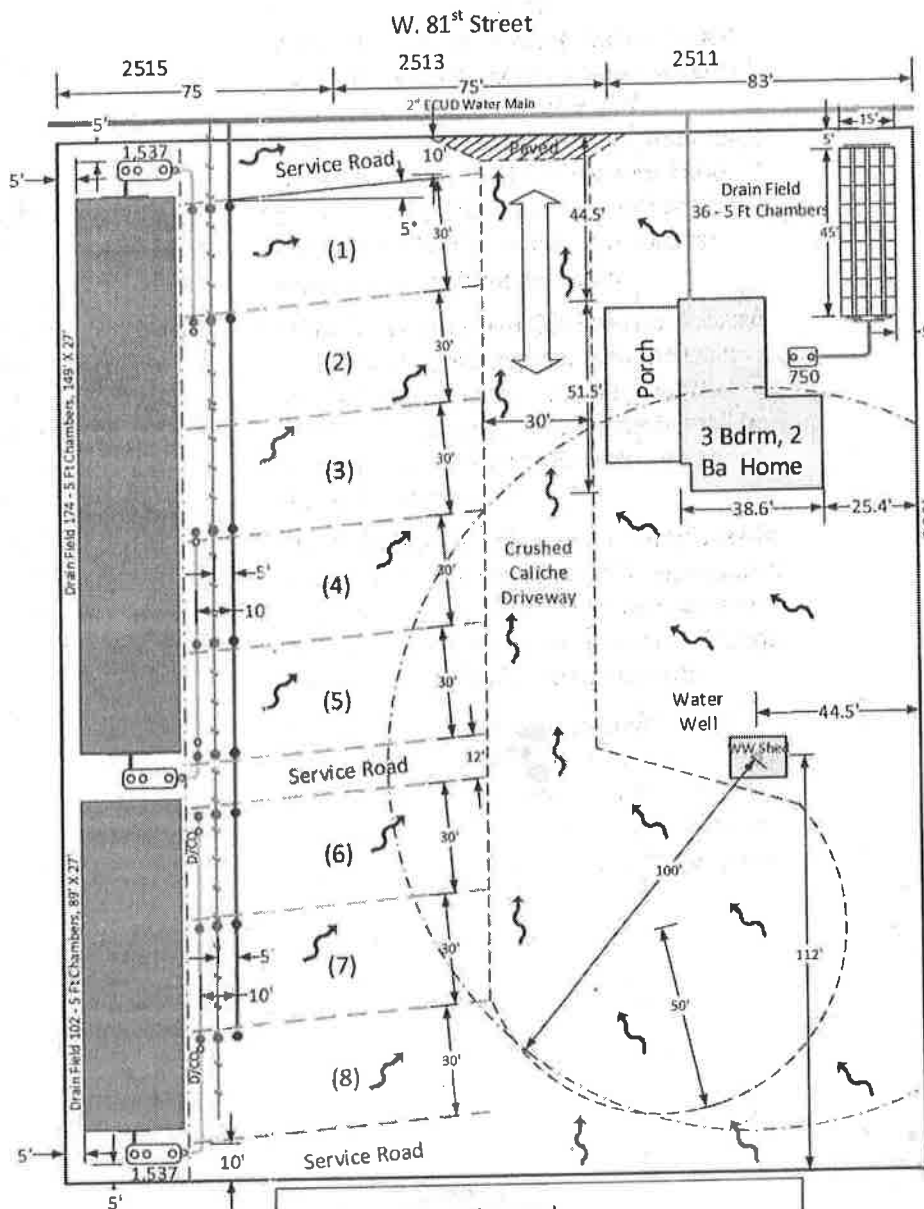
SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A: V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
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OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
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		Area of Undetermined Flood Hazard Zone
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

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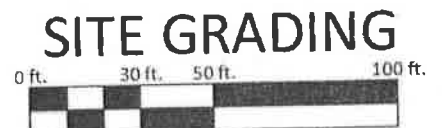


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Raul Hernandez P. E.

March 28, 2024

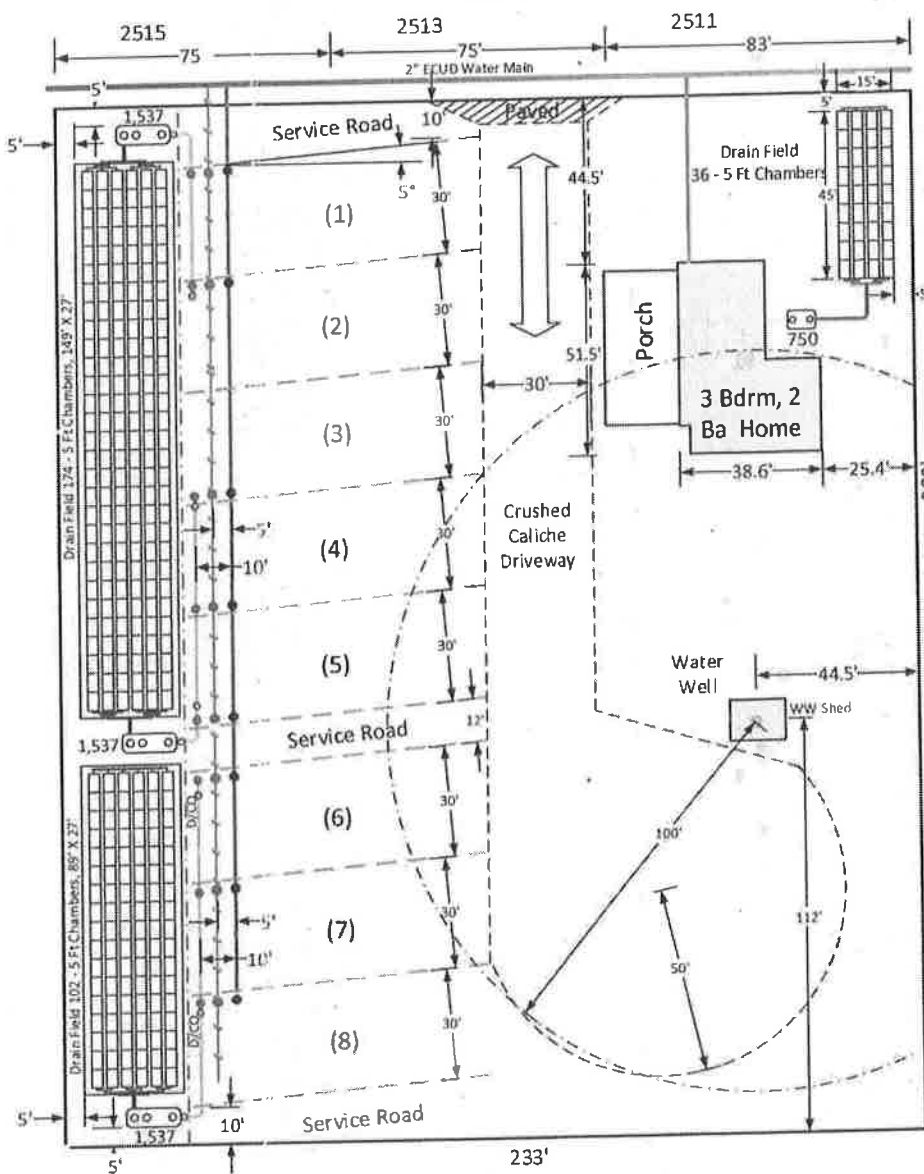


Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 7 of 11

W. 81st Street



Design Notes

1. The proposed 2 OSSF systems shall be capable of treating waste water from 8, 2 Bdrm-2 Ba Mobile Homes. System 1 (S1) shall be treating 5 MHs. System 2 (S2) shall be treating 3 MHs. W/Water Saving Devices
2. Wastewater Usage Rate (Q) for S1 = (5X180) = 900 gpd; for S1 = (3X180) = 540 gpd max. Soil Substitute Required
3. Required leaching area for S1 = $Q/.25 = 3,600$ sq ft; for S2 = $Q/.25 = 2,160$ sq ft.
4. Provided leaching area for S1 = 3,969 sq ft; for S2 = 2,403 sq ft.
5. This system is designed to treat domestic waste water only.
6. See DRAIN FIELD A and DRAIN FIELD B for minimum septic tank volume for S1 and S2.
7. Refer to Infiltrator specifications and calculations.
8. This property has access to ECUD water.
9. Installation of water services shall comply with all applicable TCEQ regulations.
10. Landowner to provide No Drive Barriers around System to avoid damage from vehicular traffic.
11. All Panels shall be screwed together end to end.
12. Ingress and egress depicted.

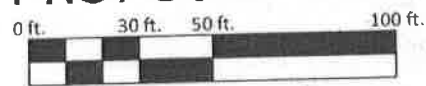
Legend

- Sewer Line 4 in. Sch 40 PVC
4 in. Tee Riser with Screw Cap
- Treated Water 4 in. SDR 35 PVC
- Water Line Sch 40 PVC
3/4 in. Hose Connection
- No Drive Retaining Fencing
- Double Sweep Cleanout



Raul Hernandez P.E.
March 28, 2024

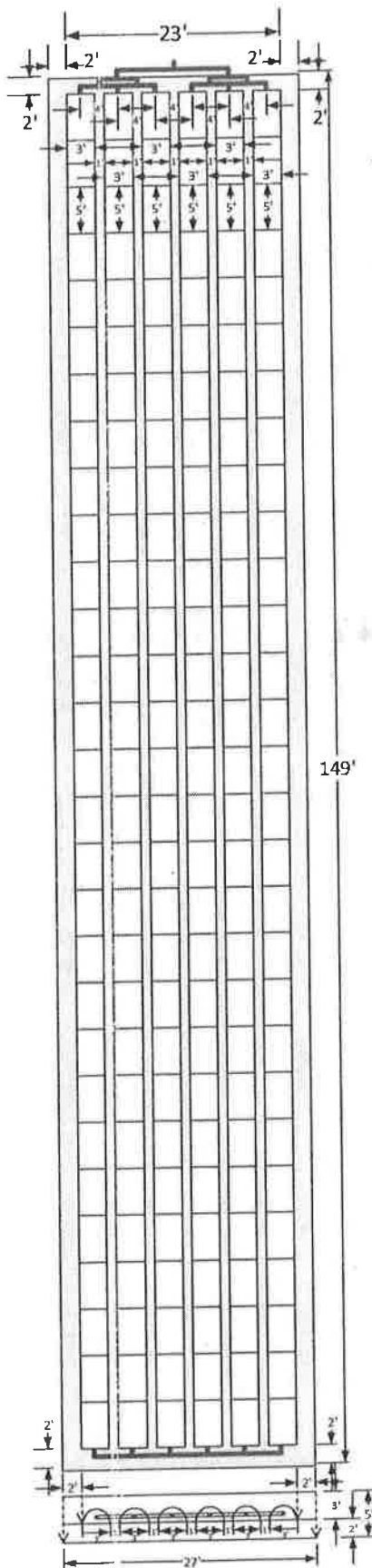
PROPOSED OSSF



Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 8 of 11



5 - 2bdrm, 2Ba Mobile Homes
With water saving devices

Soil Substitution Required

$$Q = (5 \times 180) = 900 \text{ gpd}$$

$$R_a = .25$$

4 ft center to center

6 Rows

$$W = 23 \text{ ft}$$

$$A = Q/R_a$$

$$A = 900/.25 = 3,600 \text{ sq ft}$$

$$L = A - 2W/(W+2)$$

$$L = 3,600 - 2(23)/(23+2)$$

$$L = 142.16 \text{ ft}$$

Number of Panels/Row

$$142.16/5 = 28.44$$

$$= 29 \text{ panels/row}$$

Total Panels

$$29 \text{ panels/row} \times 6 \text{ rows}$$

$$= 174 \text{ panels}$$

For 3 MHs, $Q = (3 \times 180) = 540 \text{ gpd}$, Minimum Septic Vol

$$V = 2.5 Q$$

$$= 1,350 \text{ Gallons}$$

Installing a 1,537 gallon Infiltrator IM- 1530 Baffled Tank

For 2 MHs, $Q = (2 \times 180) = 360 \text{ gpd}$, Minimum Septic Vol

$$V = 1,250 \text{ gallons}$$

Installing a 1,537 gallon Infiltrator IM- 1530 Baffled Tank

Using 6 rows, 29 panels per row

In a bed system,

27 ft wide,

149 ft long,

5 ft deep



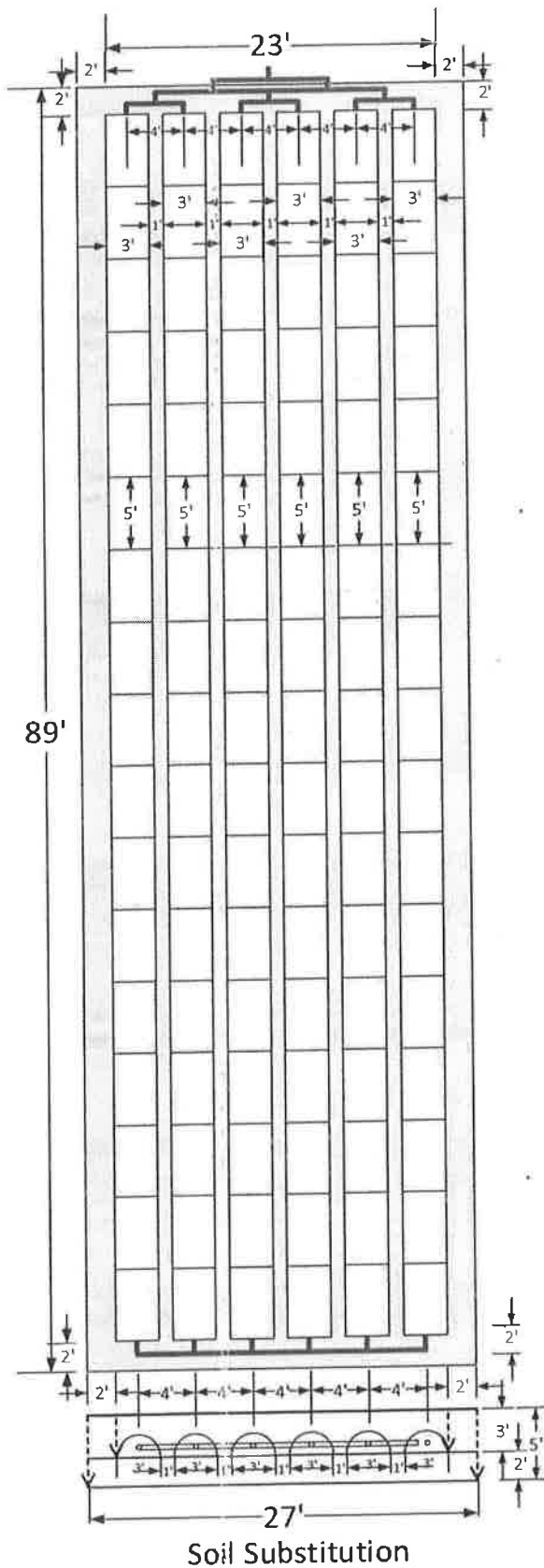
Raul Hernandez P.E.
March 28, 2024

DRAIN FIELD A

Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
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10313 Allway Drive
El Paso, Texas 9a of 11



Soil Substitution

3 - 2bdrm, 2Ba Mobile Homes
W/Water saving devices

Soil Substitution Required

$$Q = (3 \times 180) = 540 \text{ gpd}$$

$$R_a = .25$$

4 ft center to center

6 Rows

$$W = 23 \text{ ft}$$

$$A = Q/R_a$$

$$A = 540/.25 = 2160 \text{ sq ft}$$

$$L = A - 2W/(W+2)$$

$$L = 2160 - 2(23)/(23+2)$$

$$L = 84.56 \text{ ft}$$

Number of Panels/Row

$$84.56/5 = 16.92$$

= 17 panels/row

Total Panels

$$17 \text{ panels/row} \times 6 \text{ rows}$$

$$= 102 \text{ panels}$$

$Q = 540$, Minimum Septic Vol

$$V = 2.5 Q$$

$$= 1,350 \text{ Gallons}$$

Installing 1 - 1537 gallon Infiltrator

IM- 1530 Baffled Tank

Using 6 rows, 17 panels per row

In a bed system,
27 ft wide,
89 ft long,
5 ft deep



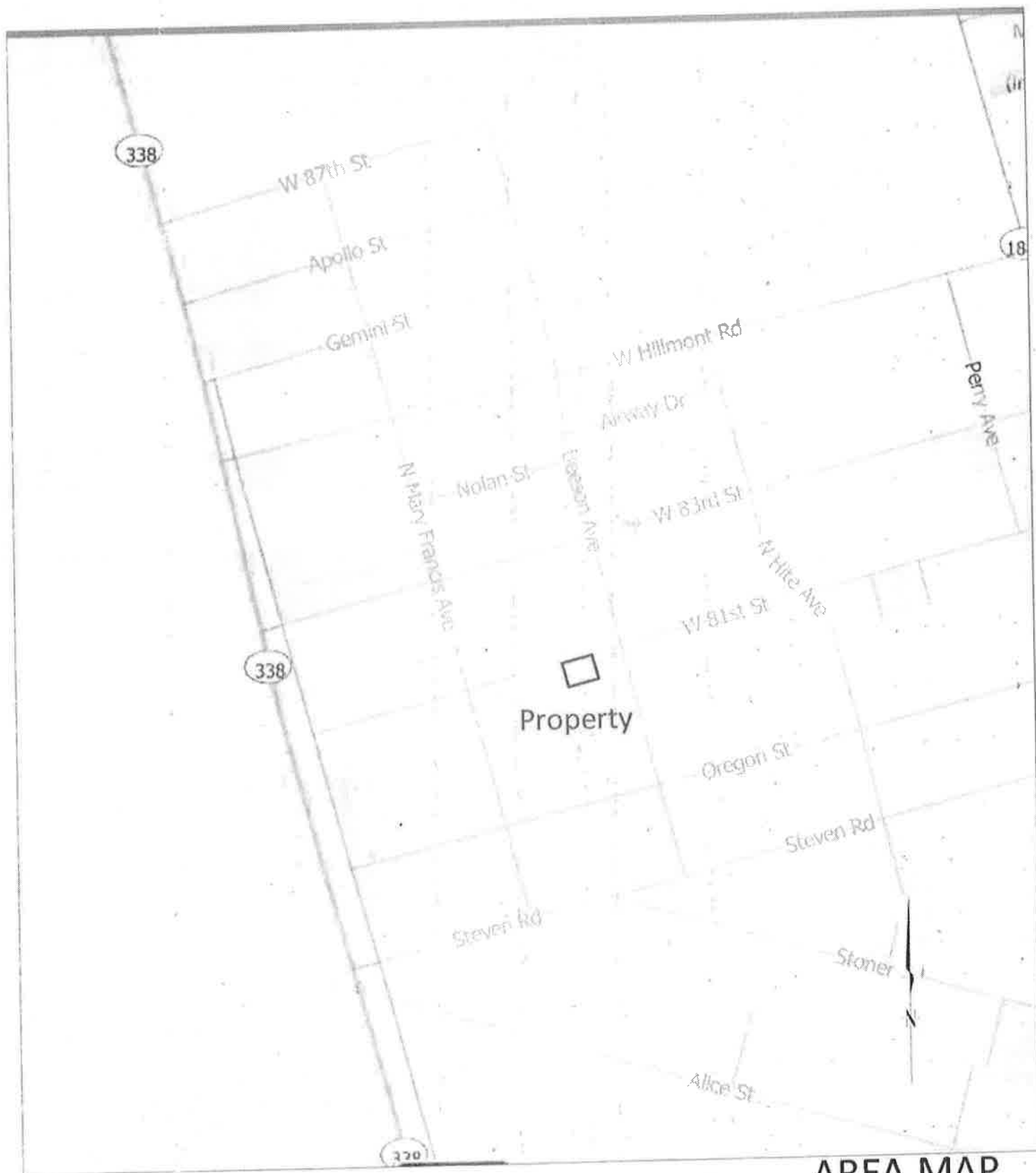
Raul Hernandez P.E.
March 28, 2024

DRAIN FIELD B

Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
Westway Acres Blk 4, E 75 of Lot 2
Westway Acres Blk 4, W 75 of E 150 of Lot 2

Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 9b of 11



AREA MAP No Scale

Ector County MHRC Development
Pablo Gutierrez
210 SW 3rd Street
Andrews, Texas 79717

2511, 2513, 2515 W. 81st Street
Westway Acres Blk 4, W 83 of Lot 3
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Raul Hernandez PE, 71179
RANDR Engineering, F-16459
10313 Allway Drive
El Paso, Texas 10 of 11



APPENDIX/SAATS MANUAL: EXHIBIT B
ECTOR COUNTY, TEXAS – MANUFACTURED HOME RENTAL
COMMUNITY (MHRC) APPLICATION FORM

DATE: March 28, 2024 COMMISSIONER PRECINCT: P-1

PROPOSED MHRC: 8, 2 Bdrm - 2 Ba Mobile Homes

TRACT SIZE AND LOCATION: 1.4977 Acre, Westway Acres Blk 4, W 83 of Lot 3 Westway Acres Blk 4, E 75 of Lot 2 Westway Acres Blk 4, W 75 of E 150 of Lot 2
2511, 2513, 2515 W. 81st Street, Odessa, Texas 79764, Ector County

TOTAL NUMBER OF LOTS, PARKS OR SPACES: 8

NAME OF NEAREST PUBLIC ROAD(S): Beeson Avenue

CHECK ALL THAT APPLY:

☒ WATER WELL
☐ NATURAL GAS

☐ OTHER _____
☐ OTHER _____

OWNER/APPLICANT: Pablo Gutierrez

Address: 210 SW 3rd Street Andrews, Texas 79717

Telephone: 432-528-0714

Email: abraham.gutierrez08@gmail.com

ENGINEER: Raul Hernandez PE

Address: 10313 Allway Drive, El Paso, TX 79925

Telephone: (915) 204-3354

Email: randreng@gmail.com

SURVEYOR: S.W. Howell, Inc

Address: 409 E. 57th St., Odessa, TX 797

Telephone: (432) 367-5711

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1. Regarding a proposed MHRC, the following documents are required to be submitted to Ector County ("County") for review at the time of the MHRC Application ("Application"): all documents required for MHRC by the active Subdivision and Manufactured Home Rental Community Regulations for Ector County, Texas ("Regulations"), the contents of which are incorporated by reference, said documents being described in the attached **Documents List for MHRC Application**. Please attach all required documents to this Application and add additional sheets, if necessary.
2. You must timely submit this Application and all required documentation to the following public office as described in the regulations: Director of Planning and Development Department for Ector County, 1010 E. 8th Street Suite #114, Odessa, Texas, 79761.

3. Will the Developer seek a variance from the Commissioner's Court?

☐ Yes ☒ No. If Yes, identify and describe all issues to support the variance requested pursuant to the Regulations and attach all supporting documents to this Application, including an estimate of the cost of the variance request items requested, if any.

4. Will any land, improvements, roads, streets, utility or transportation infrastructure, or facilities be dedicated to public use?

☐ Yes ☒ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those dedicated improvements, infrastructure, or facilities. Proof of ownership of any off-site dedications or easements associated with the plat are required.

5. Will the MHRC require a permit or other approval by another government or private entity?

☒ Yes ☐ No. If Yes, identify all such entities and attach copies of any active permits obtained from those entities for the proposed development:

Ector County Health Department

6. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, identify all areas of special flood hazard or floodways in which all or part of the proposed development is located:

7. Will the MHRC be served by private water (including groundwater or surface water) facilities or wastewater (including septic or OSSF) facilities?

☒ Yes ☐ No. If Yes, identify them and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities:

OSSF

8. Will the MHRC be served by a public water or sewer system?

☒ Yes ☐ No. If Yes, identify the public service suppliers and attach all reports, plans, drawings, and specifications related to those improvements, infrastructure, or facilities.

ECUD

9. Is the proposed development located in an area of special flood hazard or floodway described by federal or state data sources, including a FEMA floodplain map?

☐ Yes ☒ No. If Yes, please provide elevation certificate.

10. Have you paid all permit fees required by the County or other government of private entity for the proposed development?

☒ Yes ☐ No. If No, please explain why you have not done so:

11. Does a delinquent tax liability or tax lien exist on the real property being subdivided?

☐ Yes ☒ No. If Yes, please identify those matters and attach documents from the appropriate governmental taxing entity describing the tax delinquency or lien:

If NO, attach documents from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed development.

12. Please note the following:

(a) Pursuant to the definition of a "Manufactured Home" in § 2.1(C)(21) of the Regulations, please identify with specificity the number, type, and construction characteristics of the manufactured homes to be placed in the proposed MHRC development site:
8, 2 Bdrm-2 Ba Mobile Homes

(b) Pursuant to the definition of a "Manufactured Home Rental Community" in § 2.1 (C)(22) of the Regulations, please identify:

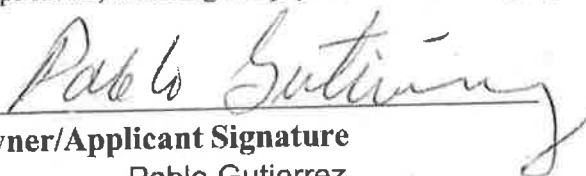
i. the contract terms of the lease or rental agreements proposed for the MHRC development site, and attach a blank copy of such an agreement, if available: Attached

ii. whether a rental or lease agreement with a contract term of more than 60-months, or a purchase option contract of any length, will be used to support an occupancy agreement for a lot, space, or divided part in the MHRC development site: N/A ; and

iii. whether fee simple or other title to a lot, space, or other divided part in the MHRC development site will be sold, granted, or conveyed by deed, contract for deed, or other executory contract to a willing buyer, donee, or other grantee:
N/A

I, THE OWNER/APPLICANT NAMED BELOW, CERTIFY THE FOLLOWING:

I have read the active Subdivision and Planning and Development Regulations for Ector County, Texas. All documents required by the regulations have been prepared by me or on my behalf and are attached to this application, including full payment to the County, by cashier's check or money order, for all required fees.


Owner/Applicant Signature

Printed Name: Pablo Gutierrez

Title: Owner

Date: April 2, 2024

Receipt by County

Received By: _____

Printed Name: _____

Title: _____

Ector County, Texas

Date: _____

DOCUMENT LIST FOR MHRC APPLICATION

The following documents shall be submitted with the MHRC Application Form, as required by the Regulations:

- (a) ☒ a complete and executed MHRC Application in compliance with the Regulations, with all required documents and payment of fees;

- (b) ☒ a proposed infrastructure development plan ("Plan") as described by the Regulations, which is fully executed, certified, and acknowledged by the proper parties (including the Developer and its engineer and surveyor) designated in the Regulations – but excluding from compliance at MHRC Application submission the following matters (i) the signatures, acknowledgements, and/or certifications of the County's representatives, and (ii) the filing or recordation of the Plan;
- (c) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with the drainage, water, and wastewater requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding: (i) adequate drainage for the MHRC, including all streets or roads therein, in accordance with standard engineering practices; (ii) necessary drainage culverts and other drainage facilities for the MHRC; (iii) areas of the MHRC located in the floodplain; (iv) the provision of an adequate public or community water supply to the MHRC; in accordance with minimum state standards and the Regulations; (v) the location of all facilities and supply lines for said water supply in accordance with the Subchapter C, Chapter 341 of the Texas Health and Safety Code; (vi) compliance with the active regulations of Water District, if any, with territorial jurisdiction regarding all or part of the proposed MHRC development site if groundwater is the source of water for the MHRC; (vii) the provision of access of the MHRC to sanitary sewer or septic facilities and lines, in accordance with minimum state standards – and including (1) providing and identifying the location of all sanitary sewer facilities and lines and (2) providing and identifying adequate OSSF sewage facilities and line in accordance with Chapter 366 of the Texas Health and Safety Code; and (viii) compliance with the road, driveway, and road access requirements of the Regulations.
- (d) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with all land survey requirements of the Regulations, including: (i) an accurate description of the proposed MHRC boundaries, and any significant features located therein; (ii) the proposed location of all spaces, lots, or other parts of the MHRC; (iii) the proposed or existing utility, road, and drainage easements; and (iv) the dedications of easements and right-of-ways, if any;
- (e) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with the road requirements of the Regulations, including without limitation providing accurate descriptions and specifications regarding all roads to be located in the MHRC, with said roads to be constructed in compliance with the road and street standards and requirements described in these regulations for subdivisions;
- (f) ☒ a proposed Plan and all supporting documents describing and demonstrating compliance with all applicable requirements of: (i) the Regulations; (ii) state and federal law; (iii) the County's active floodplain management, sewer, drainage, septic, or OSSF regulations;
- (g) ☒ a proposed Plan and all supporting documents describing and demonstrating the Developer's knowledge of, and expressed intent to comply with the specific restrictions described in the Regulations regarding the prohibited: (i) construction and/or occupancy of the MHRC prior to issuance by the County of the MHRC compliance certificate; and (ii) provision of utility services to the MHRC subject to an infrastructure development plan, or to a manufactured home in the MHRC, unless the owner provides the utility with a copy of the MHRC compliance certificate issued by the County;
- (h) ☒ a tax certificate or other sufficient documentation from the appropriate governmental taxing entities showing that no tax delinquency exists on the real property made the subject of the proposed MHRC development;
- (i) ☒ documents showing payment of all required fees; and
- (j) ☒ documents supporting your answers to Items (1) through (12) above.

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 14th day of May 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-070-5302	Professional Dues & Fees	200
FROM:	001-070-5171	Office Supplies	200

This request is made for the following reasons:

Amend for Dues

APPROVED AND SIGNED this the 14th of May 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 24a

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 14th day of May 2024, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-260-5199	Departmental Furniture & Equipment	5,000
	001-260-5283	Software Maintenance Contracts	5,237
FROM:	001-260-5103	Salaries, Full Time	10,237

This request is made for the following reasons:

APPROVED AND SIGNED this the 14th of May 2024.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 246