MIDLAND
DEVELOPMENT CORPORATION

Board Binder Open Session

October 6, 2025

Agenda

MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE

NOTICE OF PUBLIC MEETING

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in regular session, open to the public, in the Midland Chamber of Commerce board room, 303 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on October 6, 2025. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

Videoconference Information

Join Zoom Webinar
https://us02web.zoom.us/j/88434755812?pwd=blYiPseF5MUgmZWsH5Zd1yvbRogWFF.1
Passcode: 230276

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Passcode: 230276
International numbers available: https://us02web.zoom.us/u/kdaWjbjcfF

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.

2. Motion approving the minutes of the September 8, 2025, meeting of the Midland Development Corporation.

3. Presentation on current and proposed infrastructure partnerships between the City of Midland and the Midland Development Corporation.

4. Resolution authorizing the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

5. Resolution authorizing the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of $2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191; and authorizing payment for said agreement.

6. Resolution authorizing payment in the amount of $96,184.54 to the University of Texas of the Permian Basin pursuant to that certain Incubator and Makerspace Grant Agreement between the Midland Development Corporation and the University of Texas of the Permian Basin.

7. Presentation on the August 2025 economic development activity report from the Midland Development Corporation Executive Director.

8. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:

    a. Section 551.072, Deliberation Regarding Real Property

        i. Discuss the purchase, exchange, lease, or value of real property.

    b. Section 551.087, Deliberation Regarding Economic Development Negotiations

        i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

Posted this 30th day of September 2025.

_____
Marcia Bentley German
City Governance Officer/City Secretary

September 8th Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

September 8, 2025

The Board of Directors of the Midland Development Corporation convened in regular session in the Midland Chamber of Commerce board room, 300 West Wall Street, Suite 200, Midland, Texas, at 10:00 a.m. on September 8, 2025.

Board Members present: Chairman Lourcey Sams, Director Brad Bullock, Director Elvie Brown and Director Garrett Donnelly

Board Members absent: Director Jill Pennington, Director Zachary Deck

Staff Members present: Interim City Attorney Nicholas Toulet-Crump, Assistant City Attorney Kevin Bailey, Deputy City Secretary Jan Hamilton, Deputy City Secretary Rachel Guentensberger, Deputy City Secretary Kathy Rauda, Chief of Staff Taylor Novak

Council Member(s) present: Mayor Lori Blong, Council member Brian Stubbs (via Zoom), Council member Amy Stretcher Burkes (via Zoom)

MDC Staff Members present: Operations Manager Ken Doyle, Executive Director Sara Harris, Business Development Coordinator Soraye Lara

1. **Call meeting to order.**

   Chairman Sams called the meeting to order at 10:00 a.m.

2. **Motion approving the minutes of the July 7, 2025, meeting of the Midland Development Corporation**.

   Director Donnely moved to approve the minutes of the July 7, 2025, meeting of the Midland Development Corporation, seconded by Director Brown.

   The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

3. **Motion approving the minutes of the July 8, 2025, meeting of the Midland Development Corporation**.

Director Bullock moved to approve the minutes of the July 8, 2025, meeting of the Midland Development Corporation, seconded by Director Donnelly.

The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

4. **Presentation from MOTRAN Alliance, Inc. on infrastructure projects and initiatives in Midland and the Permian Basin.**

   James Beaucham, President of Motran Alliance, Inc gave an overview of projects and initiatives and their effect on Midland and the Permian Basin.

5. **Presentation from the Midland Hispanic Chamber of Commerce on its micro grant program.**

   Savannah Morales CEO of the Midland Hispanic Chamber of Commerce gave a presentation regarding the MHCC Micro Grant Program. The program awards approximately twelve(12) $1000 grants per calendar year to local businesses to reinvest in the community and to support growth.

6. **Presentation from MODE Communications on the Midland Development Corporation's advertising campaign.**

   John H. James, CEO of Mode Communications and Jose Goana CEO & President of Red Pixel Marketing gave an update regarding the improved engagement on social media that the advertising campaign for the Midland Development Corporation has received.

7. **Discuss, consider, and take action on the proposed adoption of an incentives matrix and guidelines for evaluating and administering future economic development projects of the Midland Development Corporation.**

   Director Bullock moved to approve the proposed adoption of an incentives matrix and guidelines for evaluating and administering future economic development projects of the Midland Development Corporation, seconded by Director Donnelly.

   The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

8. **ED-505 - Resolution authorizing the execution of an economic development agreement with MOTRAN Alliance, Inc.; and authorizing payment for said agreement.**

   Director Bullock moved to approve the Resolution authorizing the execution of an economic development agreement with MOTRAN Alliance, Inc.; and authorizing payment for said agreement, seconded by Director Brown.

   The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

9. **ED-506 - Resolution authorizing the execution of a consultant services agreement with The Perryman Group in an amount not to exceed $80,000.00 for the production of certain economic indices and reports regarding the City of Midland, Texas, and the Permian Basin.**

   Director Donnelly moved to approve the Resolution authorizing the execution of a consultant services agreement with The Perryman Group in an amount not to exceed $80,000.00 for the production of certain economic indices and reports regarding the City of Midland, Texas, and the Permian Basin, seconded by Director Bullock.

   The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

10. **ED-507 -Resolution authorizing the execution of an amendment to that certain economic development agreement entered into on April 22, 2025, between the Midland Development Corporation and AST & Science, LLC.**

    Director Bullock moved to approve the Resolution authorizing the execution of an amendment to that certain economic development agreement entered into on April 22, 2025, between the Midland Development Corporation and AST & Science, LLC, seconded by Director Donnelly.

    The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

11. **ED-508 - Resolution authorizing the execution of an amendment to that certain commercial lease agreement entered into on April 22, 2025, between the Midland Development Corporation and AST & Science, LLC regarding a certain facility with an address of 2908 Enterprise Lane located at the Midland International Air & Space Port.**

    Director Brown moved to approve the Resolution authorizing the execution of an amendment to that certain commercial lease agreement entered into on April 22, 2025, between the Midland Development Corporation and AST & Science, LLC regarding a certain facility with an address of 2908 Enterprise Lane located at the Midland International Air & Space Port, seconded by Director Donnelly.

    The motion carried by the following vote: AYE: Sams, Donnelly, Bullock, Brown. NAY: None. ABSTAIN: None. ABSENT: Pennington, Deck.

12. **Presentation on the July 2025 economic development activity report from the Midland Development Corporation Executive Director.**

    Executive Director Sara Harris update on the Midland Development Corporation economic development activity report. Ms. Harris highlighted key line items including the first Costco infrastructure reimbursement incentive and sales tax revenue for the fiscal year. She also spoke about a few recent events such as the Fly into Fall event that took place August 23rd at the Midland Airpark, and the upcoming LOVE Midland clean-up volunteer opportunity to be held October 4th.

The board recessed into executive session at 11:14 a.m.

13. **Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:**

    a. Section 551.072, Deliberation Regarding Real Property

        i. Discuss the purchase, exchange, lease, or value of real property.

    b. Section 551.087, Deliberation Regarding Economic Development Negotiations

        i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

All the business at hand having been completed, Chairman Sams adjourned the meeting at 12:17 p.m.

Respectfully submitted,

_____

Rachel Guentensberger, Deputy City Secretary

PASSED AND APPROVED on the 6th Day of October 2025.

_____

Elvie Brown, Secretary

Loop 250 & Todd Drive Water Main

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE CITY OF MIDLAND PROVIDING FOR THE CONSTRUCTION OF CERTAIN WATER INFRASTRUCTURE IMPROVEMENTS LOCATED ON AND ADJACENT TO STATE HIGHWAY LOOP 250 AND TODD ROAD AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized to execute and attest, respectively, on behalf of the Midland Development Corporation, an economic development agreement with the City of Midland providing for the construction of certain water infrastructure improvements located on and adjacent to State Highway Loop 250 and Todd Road as authorized by Texas Local Government Code § 501.103. Said agreement being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to transfer funds to the City of Midland in accordance with the terms of said agreement from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

SECTION THREE. That the Executive Director of the Midland Development Corporation, or her designee, is hereby authorized and directed to administer all of the

Midland Development Corporation's obligations under said agreement, including the issuance of all written notices and confirmations due thereunder.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

_____
P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

_____
ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

_____
NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **MIDLAND DEVELOPMENT CORPORATION** ("*MDC*"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the **CITY OF MIDLAND, TEXAS** ("*City*"), a home-rule municipal corporation.

I. Recitals

A. MDC and City desire to set forth the terms and conditions upon which a maximum of One Million Six Hundred Sixty-Eight Thousand Seven Hundred and Fifty-Four and 00/100 Dollars ($1,668,754.00) will be provided to City as consideration for its construction, installation, removal, and replacement of certain proposed and existing water main infrastructure improvements located on and adjacent to Loop 250 and Todd Road (the "*Project*").

B. The Project will facilitate commercial and industrial development in the City of Midland.

C. The MDC Board of Directors (the "*Board*") and the City Council of the City of Midland, Texas (the "*Council*") find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.

D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Tex. Loc. Gov't Code § 501.158.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDC and City hereby agree as follows:

Exhibit A

II.
MDC Funding

A. **Incentive Funds.** As consideration for City's construction of the Project, MDC agrees to provide incentive funding to City in an amount equal to One Million Six Hundred Sixty-Eight Thousand Seven Hundred Fifty-Four and 00/100 Dollars ($1,668,754.00) (the "*Incentive Funds*").

B. **Payment of Incentive Funds.** Within six (6) months following MDC's receipt of written notice from City that City has completed the project, MDC shall pay to City one hundred percent (100%) of the Incentive Funds.

III.
Obligations of City

A. **The Project.** City agrees to cause the following activities to occur in furtherance of the Project: construction, installation, removal, and replacement of certain proposed and existing water main infrastructure improvements located on and adjacent to Loop 250 and Todd Road. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Completion.** Upon completion of the Project, City shall certify such to MDC in accordance with Section VII.B.

C. **Repayment of Incentive Funds.** If City fails to provide for the completion of the Project by December 31, 2027 (the "*Construction Completion Date*"), then City agrees to repay all Incentive Funds to MDC. Any repayable Incentive Funds shall be repaid, without interest, within thirty (30) days following City's receipt of written notice from MDC that any portion of the Incentive Funds are due to be repaid pursuant to this Section.

D. **Extensions.** The Construction Completion Date may be extended administratively upon a written request from City to MDC for an extension of the time allowed to complete the construction of the Project, and MDC providing to City written approval of such request.

IV.
Term

Upon execution by the parties, this Agreement becomes effective on October 28, 2025 (the "*Effective Date*") and shall terminate when the requirements set forth in Sections II and III are completed, or when terminated by mutual agreement of the parties, or when terminated as provided herein.

V.
Law

The parties acknowledge the statutory limitations on the Incentive Funds and their use under Chapters 501 and 504 of the Texas Local Government Code. The parties acknowledge and agree that the Incentive Funds herein granted shall be utilized solely for purposes consistent with Chapters 501 and 504 of the Texas Local Government Code.

VI.
Documents

Prior to any payment by MDC, City shall deliver to MDC an executed copy of this Agreement.

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed One Million Six Hundred Sixty-Eight Thousand Seven Hundred and Fifty-Four and 00/100 Dollars ($1,668,754.00) in the aggregate.

B. **Certification.** As to any certification required under this Agreement, City shall provide a letter from the City Manager. E-mail is an acceptable form of certification under this Agreement.

C. **Payments.** Payments to be made to City under Section II shall be made upon a written request from City and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Executive Director, 200 North Loraine Street, Suite 610, Midland, Texas 79701.

VIII.
General Terms

A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.

B. **No Third-Party Beneficiary.** The parties' approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between MDC and City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability.

D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties, or by either party upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

H. **Law.** This Agreement is subject to all applicable state and federal laws, and the parties agrees that they will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in

accordance with the laws and court decisions of the State of Texas.

I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by City without the prior written consent of MDC.

J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to City:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	City Manager City of Midland P.O. Box 1152 Midland, Texas 79702

M. MDC and City hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

N. This Agreement shall not be effective until approved by the Council.

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____day of _____, 2025.

MIDLAND DEVELOPMENT CORPORATION

_____
P. Lourcey Sams, Chairman

ATTEST:

_____
Elvie Brown, Secretary

CITY OF MIDLAND, TEXAS

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

MIDLAND
Be the Energy!

LOOP 250 & TODD RD WL IMP
TXDOT CROSSING OPC EXHIBIT
JUNE 12, 2025; PAGE 01 OF 01

N

2796.13
2797.17
2801.51
2799.85
2798.74

16" WL

LOOP 250

16" WL

KNIFFEN DR

IRVIN DR

TODD RD

12" WL

LEGEND:

- EXISTING WATER MAIN
- PHASE 1 WATER MAIN
- PHASE 2 WATER MAIN

0 150 300 600 Feet

Exhibit A

THE CITY OF MIDLAND - 2025

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA

COST ESTIMATE
CITY OF MIDLAND
PROJECT: U24-02 LOOP 250 & TODD RD WL IMP
DATE: JUNE 12, 2025

Project Description
Loop 250 & Todd Rd. Waterline Improvements - New water main to be constructed by trenching along Loop 250, bored across TxDOT right-of-way, and trenched along Todd Road.

Base Bid Items:

Item	Description	Quantity	Unit	Unit Price	Amount
Miscellaneous Items					
1	Mobilization	6	MO	$5,000.00	$30,000.00
2	Bore Pit	2	EA	$20,000.00	$40,000.00
3	Receiving Pit	2	EA	$20,000.00	$40,000.00
4	36" Bore For Casing Pipe	360	LF	$500.00	$180,000.00
5	36" PVC Pipe Casing, SDR 26 ASTM D2241	360	LF	$582.50	$209,700.00
6	Erosion/Sediment Control	6	MO	$1,000.00	$6,000.00
7	Traffic Control	6	MO	$10,000.00	$60,000.00
8	Job Site Safety	6	MO	$5,000.00	$30,000.00
9	Seeding & Stabilization	985	SY	$15.00	$14,775.00
10	Spray Watering	1	LS	$9,000.00	$9,000.00
11	Material Mark-up	N/A	%		N/A
12	Labor Mark-up (Regular Work Hours)	N/A	%		N/A
13	Equipment Rental Mark-up (Non-Standard Equipment Only)	N/A	%		N/A
	TOTAL MISCELLANEOUS BASE BID:				**$619,475.00**
Demolition Items					
1	Removal & Disposal of Existing Unclassified Pavement	32	SY	$30.00	$960.00
2	Removal & Disposal of Existing Concrete Curb & Gutter	8	LF	$50.00	$400.00
	TOTAL DEMOLITION BASE BID:				**$960.00**
Water Items					
1	16" AWWA C-900 DR18, PVC, Water Main	2804	LF	$205.00	$574,820.00
2	16" Gate Valve & Vault (MJxMJ/FL)	2	EA	$33,077.50	$66,155.00
3	Ductile Iron Fittings	4216	LBS	$10.00	$42,160.00
4	Connect to Existing Water Main	1	EA	$3,000.00	$3,000.00
5	Open Trenching of Water Main	2487	LF	$20.00	$49,740.00
6	Open Trenching of Water Main (10'-12' Deep)	144	LF	$50.00	$7,200.00
	TOTAL WATER BASE BID:				**$743,075.00**

Paving Items

1	Pavers Driveway Repair	8	SY	$80.00	$640.00
2	2" Type C HMAC Asphalt Pavement Repair (PG64-22)	85	SY	$51.00	$4,335.00
3	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	85	SY	$39.00	$3,315.00
4	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	17	GAL	$2.00	$34.00
5	Tack Coat (MC-30, 0.10 Gal / SY)	8.5	GAL	$4.00	$34.00
6	Flowable Fill / 2-Sack Backfill	85	SY	$130.00	$11,050.00
7	6" Base Rock Pavement Repair (Flexible Base)	85	SY	$86.00	$7,310.00
8	Concrete Curb & Gutter Repair	8	LF	$50.00	$400.00
	TOTAL PAVING BASE BID:				**$27,118.00**

Contingency

1	Contingency	20%		$1,390,628.00	$278,125.60
	TOTAL CONTINGENCY:				**$278,125.60**
				TOTAL BASE BID:	**$1,668,753.60**

Kimley-Horn
CR 1250 & SH 191

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF $2,099,100.00 FOR PROFESSIONAL SERVICES RELATED TO THE CONSTRUCTION OF AN INTERCHANGE AT THE INTERSECTION OF COUNTY ROAD 1250 AND STATE HIGHWAY 191; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of $2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a professional services agreement with Kimley-Horn and Associates, Inc., in the amount of $2,099,100.00 for professional services related to the construction of an interchange at the intersection of County Road 1250 and State Highway 191. Said agreement being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kimley-Horn and Associates, Inc., in accordance with the terms of the above-referenced agreement, from funds available in the Midland Development Corporation Fund (235) Operating Budget upon receipt of proper invoices or statements approved by the Executive Director of the Midland Development Corporation or her designee.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Directors voting “AYE”:

Directors voting “NAY”:

P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 28th day of October, 2025, by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), and Kimley-Horn and Associates, Inc. ("*COMPANY*"). MDC and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform engineering services to provide plans, specifications, and estimate for the interchange at County Road 1250 and State Highway 191 (the "*Services*") for MDC. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay COMPANY an amount not to exceed Two Million, Ninety-Nine Thousand, One Hundred Dollars and 00/100 ($2,099,100.00) for the performance of the Services. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the MDC Executive Director. All additional and/or reimbursable expenses must be approved by the MDC Executive Director prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC's objection and the grounds therefor within fifteen

Exhibit A

(15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, MDC shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from October 28th, 2025 until December 31, 2027, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in MDC's sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining MDC's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of MDC.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of MDC. The Instruments of Service shall be promptly delivered, without restriction, to MDC and such other persons or entities as MDC may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer,

agent, servant or employee of MDC. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between MDC and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between MDC and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. MDC does not have the power to direct the order in which the services are performed. MDC shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perorm the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the Services. This policy shall name MDC as an additional insured and waive subrogation in favor of MDC.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of MDC.

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of MDC, and (ii) name MDC as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to MDC no later than thirty (30) days prior to the reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that perform the Services to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the MDC and that name the MDC as an additional insured on a claims-occurred basis (except Workers' Compensation).

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of MDC. MDC shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the Executive Director, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, MDC is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, BOARD MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to MDC: Midland Development Corporation
200 North Loraine Street, Suite 610
Midland, Texas 79701

If to COMPANY: Kimley-Horn and Associates, Inc.
4411 98th Street, Suite 300
Lubbock, Texas 79424

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the Executive Director written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the Executive Director within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether MDC has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the MDC's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to MDC.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on MDC is hereby made void and of no force or effect. MDC's sole and exclusive obligations under this Agreement are contained in the provisions of this

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, *et seq*., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____

P. Lourcey Sams, Chairman

ATTEST:

_____

Elvie Brown, Secretary

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 20____.

_____
Notary Public, State of

SH 191 at CR 1250 Interchange and Ramp Reversal PS&E
FROM: SH 349
TO: SH 158

PART 1.0 PROJECT UNDERSTANDING

A. Project Description

The ENGINEER shall provide engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, for SH 191 at CR 1250 mainlanes, entrance/exit ramps, ramp reversals, grade separation, safety illumination, and intersection improvements, located in Midland, Texas (CITY). These services consist of preparing roadway, ramp and bridge design, retaining wall design, hydrologic and hydraulic (H&H) design, traffic control design, traffic signal design, supplemental survey, subsurface utility engineering test holes, geotechnical data collection, signing and pavement markings, and safety illumination at intersections and ramp locations.

Currently, SH 191 is grade separated at CR 1275 and SH 158 with double bridge structures and two lanes in each direction. SH 191 mainlanes exist from SH 349 to SH 158. A diamond configuration of ramps exists at CR 1275. This project will design a grade separated overpass over the proposed intersection of CR 1250, midway between CR 1275 and SH 158, and design a pair of entrance and exit ramps at CR 1250 in an X-configuration (4 ramps). This project will reverse the existing 4 ramps at CR 1275 from diamond configuration to X-configuration, reverse 2 ramps west of SH 158 from diamond configuration to X-configuration, and reverse 2 ramps east of SH 349 from diamond configuration to X-configuration. The ENGINEER will perform H&H analysis and drainage design necessary for the improvements. The ENGINEER will design the intersection configuration at CR 1250, U-Turns, CR 1250 approaches, two signalized intersections at CR 1250, and safety illumination at the CR 1250 intersection and the 12 proposed ramp locations.

B. Design Criteria

The ENGINEER shall prepare all work in accordance with the latest version of applicable TxDOT (State) procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, (latest Edition), and other State approved manuals. When design criteria are not identified in State manuals, the ENGINEER shall notify the CITY and State and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). In addition, the ENGINEER shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package. The ENGINEER shall prepare each PS&E package in a form suitable for letting through the State's construction contract bidding and awarding process.

C. Right of Entry and Coordination

If applicable, the ENGINEER shall notify the CITY and State and secure permission to enter private property to perform any engineering or geotechnical activities needed off the State right-of-way. In pursuance of the CITY and State's policy with the public, the ENGINEER shall not commit acts which would result in damage to private property, and the ENGINEER shall make every effort to comply with the wishes and address the concerns of affected private property owners. The ENGINEER shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the CITY and State prior to each entry.

The ENGINEER shall notify the CITY and State and coordinate with adjacent engineers on all controls at project interfaces. The ENGINEER shall document the coordination effort, and each engineer shall provide written concurrence regarding the agreed project controls and interfaces. In the event the

ENGINEER and the other adjacent engineers are unable to agree, the ENGINEER and each adjacent engineer shall meet jointly with the CITY and State for resolution. The CITY and/or State will have authority over the ENGINEER's disagreements, and the CITY and State's decision will be final.

PART 2.0 SCOPE OF SERVICES

ENGINEER will provide the services specifically set forth below.

TASK 1 – DATA COLLECTION

1.1. Data Collection is not included in this scope of work. ENGINEER will utilize City of Midland Task Order No. 19 – "SH 191 at CR 1250 PS&E – Data Collection and Project Management" for scope of work identified in Task Order No. 19.

TASK 2 – DESIGN SURVEY

2.1. ENGINEER will utilize survey data provided by TxDOT from the SH 191 Schematic project from SH 349 to SH 158 completed in 2024.

2.2. ENGINEER will perform a supplemental topographic survey to include recent construction and developments within the project limits on an as-needed basis.

2.3. ENGINEER shall tie into any existing on-site or adjacent control along the project corridor and establish new control as needed. Control is to be set at intervisible intervals of 1000 feet at approximately 8 locations. Horizontal and vertical datum shall be based on existing TxDOT control along the corridor.

TASK 3 – GEOTECHNICAL BORINGS AND INVESTIGATIONS

3.1 The ENGINEER and subconsultant shall determine the location of proposed soil borings for bridge design and retaining walls in accordance with the latest edition of the State's Geotechnical Manual. The CITY and State will review and provide comments for a boring layout submitted by the ENGINEER showing the general location and depths of the proposed borings. Once the ENGINEER receives the CITY and State's review comments then subconsultant shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

A. All geotechnical work will be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

B. The subconsultant shall perform retaining wall analyses consisting of settlement analysis, computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the subconsultant shall develop allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.

C. The subconsultant shall perform soil borings, testing and analysis which will consist of slope stability analysis, settlement analysis, and foundation design recommendations for retaining walls, bridges, embankments, and any temporary soil retaining systems.

D. The ENGINEER shall provide a signed, sealed and dated geotechnical report from subconsultant which contains soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for settlement and slope stability of the earthen embankments and retaining walls, skin friction tables and design capacity

curves including skin friction and point bearing for bridge foundations. The skin friction tables and design capacity curves will be present for piling and drilled shaft foundation.

E. The subconsultant shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets will be in accordance with a State's District standards.

F. Foundation Studies: The ENGINEER shall coordinate with the CITY and State to determine the location of soil borings to be drilled within the project limits.
   a. Bridges - by advancing five (5) borings to an estimated depth of seventy-five (75) feet below existing grade at the selected boring locations. The borings are proposed to be located at the proposed crossing of CR 1250 and SH 191.
   b. Retaining Walls – by advancing eight (8) borings to an estimated depth of thirty (30) feet below existing grade at each selected boring location, advancing four (4) borings to an estimated depth of twenty-five (25) feet below existing grade at each selected boring location, advancing four (4) borings to an estimated depth of twenty (20) feet below existing grade at each selected boring location and advancing three (3) borings to an estimated depth of fifteen (15) feet below existing grade at each selected boring location. The spacing for borings is proposed at roughly two hundred (200) foot intervals along the proposed retaining wall alignments on both sides of the proposed CR 1250 bridge.
   c. Traffic Signal – by advancing two (2) borings to an estimated depth of twenty (20) feet below existing grade.

G. The ENGINEER shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the subconsultant. The soil boring sheets shall be in accordance with latest edition of the TxDOT Geotechnical Manual - LRFD and the State's requirements.

H. The subconsultant shall follow applicable stat traffic control standards when performing geotechnical field operations.

I. The ENGINEER will use State standard details to prepare foundation designs for traffic signals, large guide signs, and illumination assemblies.

TASK 4 – SUBSURFACE UTILITY ENGINEERING

4.1 SUE Scope Understanding

ENGINEER will utilize SUE data and Utility Conflict Matrix provided by TxDOT from the SH 191 Schematic project from SH 349 to SH 158 completed in 2024. The SUE Scope of Work will include Quality Level "A" SUE, along with the necessary Quality Level "B" SUE to determine the Quality Level "A" SUE test hole locations.

4.2 Project SUE Scope

A. The scope of this proposal consists of Quality Level "A" SUE with the necessary Quality Level "B" SUE to determine Quality Level "A" SUE test hole locations. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer. Overhead inventory is to be included. Designating will be performed within the following limits:

B. Twenty-eight (28) QL "A" test holes will be included in the budget. Test hole locations will be determined by the ENGINEER and subcontractor. To lay out test holes, Subcontractor will attempt to designate the target utility 5-feet on either side of the proposed test holes. Subcontractor will have all designating marks and test holes surveyed using project control point data provided by the ENGINEER.

4.3 Utility Engineering Investigation.

Consists of utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels as follows.

A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Existing Records: Utilities are plotted from review of existing records available.
2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways.
4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

4.4 Subsurface Utility Locate (Test Hole) Service (Quality Level A)

A. Locate means to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

B. The ENGINEER shall:

1. Review requested test hole locations and advise the CITY and State in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
    a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
    b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
    c. Elevation of existing grade over utility at test hole location.
    d. Horizontal location referenced to project coordinate datum.
    e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
    f. Utility facility material(s).

g. Utility facility condition.

h. Pavement thickness and type.

i. Coating/Wrapping information and condition.

j. Unusual circumstances or field conditions.

5. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection, or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

6. Be responsible for any damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the CITY, State, and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for all costs involved in the repair or replacement of the utility facility.

7. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

8. Furnish and install a permanent above ground marker (as specified by the State, directly above the center line of the utility facility.

9. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the CITY and State.

10. Plot utility location position information to scale and provide a comprehensive utility plan signed and sealed by the responsible ENGINEER. This information shall be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on CD or DVD. When requested by the CITY and State, the Locate information will be overlaid on the State's design plans.

11. Return plans, profiles, and test hole data sheets to the CITY and State. If requested, conduct a review of the findings with the CITY and State.

12. Close-out permits as required.

TASK 5 – ROADWAY DESIGN

5.1 Geometric Design

A. The State shall provide available SH 191 Schematic electronic files and related documents for the proposed CR 1250 overpass to CITY and ENGINEER. The ENGINEER will progress the provided schematic design information to a 60% milestone submittal package.

B. Preliminary Geometric Layout (intentionally omitted).

5.2 Roadway Design

A. The ENGINEER shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

B. The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings will consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map will contain line work that depicts existing surface features. Existing major subsurface and surface utilities will be shown if

requested by the CITY and State. Existing and proposed right-of-way lines will be shown. Plan and Profile will be shown on separate or same sheets (this depends upon the width of pavement) for main lanes.

1. The plan view shall contain the following design elements:
    a. Calculated roadway centerlines for mainlanes, bridges, and cross streets, as applicable. Horizontal control points will be shown. The alignments will be calculated using OpenRoads horizontal geometry tools.
    b. Pavement edges for all improvements (mainlanes, bridges, and cross streets, as applicable.)
    c. Lane and pavement width dimensions.
    d. Proposed structure locations, lengths, and widths.
    e. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes will also be shown.
    f. Drawing scale shall be 1" =100'
    g. Control of access line, ROW lines, and easements.
    h. Begin and end super elevation transitions and cross slope changes.
    i. Limits of riprap, block sod, and seeding.
    j. Existing utilities and structures.
    k. Benchmark information.
    l. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.
2. The profile view shall contain the following design elements:
    a. Calculated profile grade for proposed mainlanes (cite direction), bridges, and cross streets, if applicable. Vertical curve data, including "K" values, will be shown. The profiles will be calculated using OpenRoads vertical geometry tools.
    b. Existing and proposed profiles along the proposed centerline of the mainlanes.
    c. Water surface elevations at cross culvert for the design year and 100-year storms, if applicable.
    d. Calculated vertical clearances at grade separations and overpasses, considering the appropriate super elevation rate, superstructure depth, and required clearance.
    e. The location of interchanges, mainlanes, and grade separations (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
    f. Drawing vertical scale to be 1" =10'.

5.3 Typical Sections

A. The ENGINEER shall prepare typical sections for all proposed and existing roadways and structures. Typical sections will consist of width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section will also consist of Proposed Profile Grade line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, and limits of embankment and excavation.

5.4 Mainlane Design

A. The ENGINEER shall provide the design of SH 191 mainlanes with full shoulders. The design will be consistent with the current TxDOT Roadway Design Manual.

5.5 Ramp Design

A. The ENGINEER shall provide the design of four (4) proposed ramps, with two (2) being just west of CR 1250, and two (2) being just east of CR 1250. The ENGINEER shall provide the design of four (4) ramp reversals, with two (2) being just east of CR 1275 and two (2) being just west of SH 158. The design will be consistent with the current TxDOT Roadway Design Manual.

5.6 Cross Streets

A. The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of CR 1250. The layout will consist of the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and ADAAG compliance items. The ENGINEER shall design for full pavement width to the ROW and provide a transition to the existing roadway.

5.7 Cut and Fill Quantities

A. The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100-foot intervals. Cross sections will be delivered in standard OpenRoads Designer format on 11”x17” sheets or roll plots and electronic files. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities will also consist of existing pavement removals. Annotation shall consist of at a minimum existing and proposed ROW, side slopes (front & back), and profiles.

B. The ENGINEER shall submit a PDF set of drawings at the 60%, 90%, 100%, and Final submittals, respectively.

5.8 Plan Preparation

A. The ENGINEER shall prepare roadway plans, profiles, and typical sections for the proposed improvements. This scope of services and the corresponding cost proposal are based on the ENGINEER preparing plans to construct freeway main lanes, ramps, bridges, and cross streets at intersections. The roadway plans will consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

5.9 Pavement Design

A. The State shall provide the mainlane pavement design and submit to CITY and ENGINEER for use in the project design.

5.10 Pedestrian and Bicycle Facilities

A. The ENGINEER shall coordinate with the State to incorporate pedestrian and bicycle facilities at the intersection of CR 1250 as required. All pedestrian and bicycle facilities will be designed in accordance with the latest ADAAG, the Texas Accessibility Standards (TAS), the most current state roadway design manual, and the AASHTO Guide for the Development of Bicycle Facilities.

TASK 6 – DRAINAGE DESIGN AND REPORT

6.1. Data Collection.

A. The ENGINEER shall provide the following data collection services:

1. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.

2. Collect available applicable data including Geographic Information System (GIS) data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Sources of data collected will include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA).

3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.

4. Review survey data and coordinate any additional surveying needs with CITY and State.

5. Meet with local government officials to obtain historical flood records. Interview residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.

6.2. Cross Drainage Structure.

A. The ENGINEER shall provide the following services:

1. Determine drainage areas and flows for cross culvert drainage systems.

2. Determine the sizing of the drainage crossing. The scope consists of extending, adjusting, or replacing non-bridge-class culvert crossing or crossings as specified in this Work Authorization. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the State. Cross drainage design shall be performed using HY-8 or HEC RAS

6.3. Temporary Drainage Facilities

A. The ENGINEER shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

6.4. Plans, Specifications and Estimates (PS&E) Development for Hydraulics.

A. The ENGINEER shall provide the following services:

1. Prepare the PS&E package in accordance with the applicable requirements of the State's specifications, standards, and manuals, including the PS&E Preparation Manual. The PS&E will consist of the following sheets and documents, as appropriate:

- Hydrologic Data Sheets
- Hydraulic Data Sheets
- Culvert Layout Sheets
- Storm Drain Plan/Profile Sheets, if applicable
- Roadway Plan & Profile Sheets including profile grade line of parallel ditches, if applicable.
- All other relevant sheets

2. Prepare culvert cross sections and identify each cross-section's station location.

3. Identify areas requiring trench protection, excavation, shoring, and de-watering.

4. Prepare drainage area maps.
5. If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.
6. Select any necessary standard details from State or District's list of standards for items such as inlets, manholes, junction boxes, and end treatments.
7. Prepare drainage details for outlet protection, outlet structures, and utility accommodation structures.
8. Identify pipe strength requirements.
9. Prepare drainage facility quantity summaries.
10. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts
11. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
12. Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.
13. Develop layouts for the following:
    - Subsurface drainage at retaining walls.
    - Outfall channels within existing ROW

6.5. Drainage Report

A. The ENGINEER shall prepare a Drainage Report in accordance with the State's Hydraulic Design Manual and the District's drainage report requirements. The report will consist of supporting calculations and model files that justify the design presented in the plans. The drainage report will be submitted to the State only.

TASK 7 – BRIDGE DESIGN

7.1 Bridge Layout

A. The ENGINEER shall prepare a bridge layout plan sheet for each bridge. The ENGINEER shall determine the location of each soil boring needed for foundation design in accordance with the *Geotechnical Manual*.

B. Prior to preparation of each bridge layout, the ENGINEER shall prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge beams for vertical clearance roadway, (2) the optimum bridge structure versus roadway embankment, pavement, soil stabilization, and retaining walls.

C. The ENGINEER shall submit each bridge layout early in the plan preparation process to obtain approval from the CITY and State. The ENGINEER shall comply with all relevant sections of the latest edition of the State's *LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and AASHTO LRFD Bridge Design Specifications and respective checklists*. Each bridge layout sheet will consist of bridge typical sections, structural dimensions, abutment and bent locations, superstructure, and substructure types. The ENGINEER shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

D. The bridge layout will consist of the following:

1. Plan View
    a. Horizontal curve data
    b. Bearing of centerline

c. Bridge and culvert skew angles
d. Control Stations at the beginning and end of structures
e. Dimensioned widths of bridge or culvert, roadway, rail, and shoulders
f. Type and limits of riprap
g. Location of profile grade line
h. Direction of flow
i. North arrow
j. Roadway functional class
k. Design Speed
l. Traffic data
m. Existing and proposed structure numbers
n. Cross-slope and superelevation data
o. Traffic flow directional arrows
p. Railing type
q. Bent stations and bearings
r. Retaining wall locations
s. Approach pavement crown width
t. Typical bridge section showing beam type and spacing
u. Joint and seal type and spacing
v. Locations of soil borings
w. Phased construction
x. Any other information required in the State's Bridges and Structures Operation and Planning Manual, Bridge Design Manual, and Bridge Detailing Manual.

2. Profile View
   a. Profile grade
   b. Vertical curve data
   c. Finished roadway elevation at beginning and end of bridge
   d. Overall structure length
   e. Type and overall length of railing
   f. Existing and proposed ground lines clearly labeled
   g. Profile view grid elevations and stations
   h. Station of structure compatible with grid stations
   i. Applicable standard titles
   j. Type of riprap
   k. Type of foundation; number, size, and length of foundation elements
   l. Length and type of span unit
   m. Bent numbers

n. Bearing seat elevations

o. Soil bore data

p. Fixed or expansion condition at each beam end

q. Column heights

r. Any other information required in the State's Bridges and Structures Operation and Planning Manual, Bridge Design Manual, and Bridge Detailing Manual.

7.2 Bridge Detail Summary.

A. The ENGINEER shall prepare total bridge quantities, estimates, and summary sheets for each bridge or bridge class culvert.

7.3 Bridge Structural Details.

A. The ENGINEER shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The ENGINEER shall assemble and complete all applicable State Standard Details sheets.

B. Additionally, the ENGINEER shall:

1. Perform calculations for design of bridge abutments and bents (only applicable for non-standard bridge.)
2. Perform calculations for bridge slab design (only applicable for non-standard bridge.)
3. Perform calculations to determine elevations of bridge substructure and super structure elements.
4. Perform calculations for bridge girder design (only applicable for non-standard bridge.)
5. Prepare necessary foundation details and plan sheets.
6. Prepare plan sheets for abutment and bent design (only applicable for non-standard bridge.)
7. Prepare plan sheets for additional abutment and bent details (only applicable for non-standard bridge.)
8. Prepare framing plan and slab plan sheets (only applicable for non-standard bridge.)
9. Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc. (only applicable for non-standard bridge.)
10. Design beams and prepare beam design tables (only applicable for non-standard bridge.)
11. Prepare special provisions and special specifications in accordance with the above-listed manuals and guidelines.

TASK 8 – RETAINING WALLS

8.1 Retaining Walls and Miscellaneous Structures

A. The ENGINEER shall develop each retaining wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the *Geotechnical Manual*. Prior to preparation of retaining wall layouts, the ENGINEER shall prepare a comparative cost analysis of different types of retaining walls versus roadway embankment, pavement, soil stabilization, retaining wall type, and available ROW to determine optimum selection based on economics, construction time duration, ROW encroachments (need for construction easements), and construction feasibility. The Engineer shall submit the retaining wall layouts to the State for approval early in the plan preparation process. The ENGINEER shall incorporate all necessary information from above-referenced manuals and

respective checklists into the retaining wall layouts. For stage construction, the ENGINEER shall indicate the limits of existing retaining walls for removal and reconstruction and determine limits of temporary retaining walls to be shown on the TCP.

B. The approximate limits of each retaining wall shall be based on Station or length. The ENGINEER shall notify the CITY and State the type of retaining walls that will be used for Cut and Fill location.

C. The ENGINEER shall provide layouts (scale 1" =100'), elevations, quantity estimate, summary of quantities, typical cross sections, and structural details of all retaining walls within the project.

D. If applicable, the State will provide architectural standard drawings. The ENGINEER shall incorporate architectural standard drawings into design details. The specific requirements for each item are as follows:

1. Layout Plan
    a. Designation of reference line
    b. Beginning and ending retaining wall stations
    c. Offset from reference line
    d. Horizontal curve data
    e. Total length of wall
    f. Indicate face of wall
    g. All wall dimensions and alignment relations (alignment data as necessary)
    h. Soil boring locations
    i. Drainage, signing, and lightning , etc. that is mounted on or passing through the wall.
    j. Subsurface drainage structures or utilities which could be impacted by wall construction.
2. Elevation:
    a. Top of wall elevations
    b. Existing and finished ground line elevations
    c. Vertical limits of measurement for payment
    d. Type, limits, and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
    e. Top and bottom of wall profiles plotted at correct station & elevation.
    f. Underdrains
    g. Any soil improvement, if applicable.
    h. Drainage, signing, lighting etc. as noted above.
    i. Drainage structures and utilities as noted above.
3. Sectional View:
    a. Reinforced volume
    b. Underdrain location
    c. Soil improvements, if applicable

4. General Guidelines for Retaining Walls

    a. For retaining wall submittals, the ENGINEER shall check State's Bridge Division website for current requirements.

TASK 9 – TRAFFIC CONTROL

9.1 Traffic Control Plan, Detour, Sequence of Construction.

A. The ENGINEER shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. If requested by the State, the ENGINEER shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP will be developed in accordance with the latest edition of the TMUTCD. The ENGINEER shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent engineers. The ENGINEER shall:

1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The ENGINEER shall show temporary roadways and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
2. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The ENGINEER shall notify the CITY and State in the event existing access will be eliminated and will receive approval from the CITY and State prior to any elimination of existing access.
3. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
4. Prepare each TCP in coordination with the CITY and State. The TCP will show interim signing for every phase of construction. Interim signing will consist of regulatory, warning, construction, route, and guide signs. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent ENGINEERs, which are responsible for the preparation of the PS&E for adjacent projects.
5. Maintain continuous access to abutting properties during all phases of the TCP. The ENGINEER shall develop a list of each abutting property along its alignment. The ENGINEER shall prepare exhibits for and attend meetings with the public, as requested by the CITY and State.
6. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the ENGINEER shall notify the CITY and State in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.
7. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, and utilities) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

8. The TCP will consist of the work limits, the location of channelizing devices, positive barriers, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

TASK 10 - SIGNING, PAVEMENT MARKINGS, SIGNALIZATION, AND SAFETY LIGHTING

10.1 Signing.

A. The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The ENGINEER shall:

1. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, and corner radii, and shall provide a summary of large and small signs to be removed, relocated, or replaced.
2. Designate the shields to be attached to guide signs.
3. Illustrate and number the proposed signs on plan sheets.
4. Select each sign foundation from State Standards.

10.2 Pavement Marking.

A. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the CITY and State for overall temporary, interim, and final pavement marking strategies. The ENGINEER shall select Pavement markings from the latest State standards.

B. The ENGINEER shall provide the following information on sign and pavement marking layouts:

1. Roadway layout.
2. Center line with station numbering.
3. Designation of arrow used on exit direction signs.
4. Culverts and other structures that present a hazard to traffic.
5. Location of utilities.
6. Existing signs to remain, to be removed, to be relocated or replaced.
7. Proposed signs (illustrated, numbered and size).
8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
9. Proposed overhead sign bridges, indicating location by plan.
10. Proposed markings (illustrated and quantified) which will consist of pavement markings, object markings and delineation.
11. Quantities of existing pavement markings to be removed.
12. Proposed delineators, object markers, and mailboxes.
13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
15. Right-of-way limits.
16. Direction of traffic flow on all roadways.

10.3 Traffic Warrant Studies. (Intentionally omitted)

10.4 Signalization.

A. The ENGINEER shall design and prepare two (2) Traffic Signal Plans for the intersection of SH 191 and CR 1250. The ENGINEER shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans will be signed and sealed by a Texas Registered Professional ENGINEER. The ENGINEER shall develop all quantities, general notes, specifications, and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting will be designed in accordance with the Green Ribbon Report's recommendations and standards.

B. The ENGINEER shall provide the following information in the Traffic Signal Plans:

1. Plan Development
    a. Estimate and quantity sheet
        i. List of all bid items
        ii. Bid item quantities
        iii. Specification item number
        iv. Paid item description and unit of measure
    b. Basis of estimate sheet (list of materials)
    c. General notes and specification data.
    d. Condition diagram
        i. Highway and intersection design features and ROW
        ii. Roadside development
        iii. Traffic control including illumination
    e. Plan sheet(s)
        i. Existing traffic control that will remain (signs and markings)
        ii. Existing utilities
        iii. Proposed highway improvements
        iv. Proposed installation
        v. Proposed additional traffic controls
        vi. Proposed illumination attached to signal poles or stand alone
        i. Proposed power pole source
    f. Notes for plan layout
    g. Phase sequence diagram(s)
        i. Signal locations
        ii. Signal indications
        iii. Phase diagram
        iv. Signal conductors termination chart
        v. Signal sequence table
        vi. Flashing operation (normal and emergency)
        vii. Preemption operation (when applicable)

viii. Contact responsible Agency to obtain interval timing, cycle length and offset

h. Construction detail sheets(s)

i. Poles (State standard sheets)

ii. Detectors

iii. Pull Box and conduit placement on signal layout

iv. Controller Foundation standard sheet

v. Electrical chart

vi. Conduit chart

vii. Signal pole and signal head chart

viii. Controller, Radar Presence Detector (RPD), and Radar Advance Detection Devices (RADD) chart

ix. Accessible Pedestrian Signals (APS) message chart

x. Minimum pedestrian timing chart

xi. Signal head and ped pole details

xii. Traffic signal pole foundation

i. Marking details (when applicable)

j. Aerial or underground interconnect details (when applicable)

2. General Requirements

a. Contact local utility company

i. Confirm power source

b. Prepare governing specifications and special provisions list

c. Prepare project estimate

3. Summary of Quantities

a. Small signs tabulation

b. Large signs tabulation including all guide signs

4. Sign Detail Sheets

a. All signs except route markers

b. Design details for large guide signs

c. Dimensioning (letters, shields, borders, etc.)

d. Designation of shields attached to guide signs

10.5 Safety Lighting.

A. The ENGINEER shall perform field work and analysis necessary to design illumination plans for safety lighting at the following locations:

- Two proposed entrance/exit ramps on SH 191 east of SH 349 overpass.
- Four proposed entrance/exit ramps on SH 191 at the CR 1275 overpass.
- SH 191 at CR 1250 Interchange.
- Four proposed entrance/exit ramps on SH 191 at the new CR 1250 overpass.
- Two proposed entrance/exit ramps on SH 191 west of SH 158 overpass.

B. The ENGINEER shall:
   1. Perform field work that may include but not be limited to taking measurements, locating utilities, locating existing illumination equipment, identifying existing conditions, and taking digital photos of the locations.
   2. Perform a kickoff meeting with the State and City representatives to discuss the design needs and requirements for the proposed illumination improvements.
   3. Prepare layouts for safety and/or ramp/underpass illumination design according to current State specifications and TxDOT District format.
   4. Prepare illumination plans in accordance with the applicable requirements of the State's Specifications and Manuals (latest revision) as provided by the State and available on the State's website.
   5. Provide copies of the illumination design layouts.
   6. Contact the local utility company to confirm electrical power for illumination equipment and identify conflicts with overhead and underground utility lines. Obtain a meter address from the State or local jurisdiction. Identify utility company, contact person, and phone number on plans.
   7. Perform revisions to the plans due to any comments received from the State.
   8. Verify that proposed illumination work meets the requirements of the National Electrical Code and the TxDOT Highway Illumination Manual.

C. The ENGINEER shall provide the following information in the Illumination Plans:
   1. Layout
      a. Estimate and quantity sheet
         i. List of all bid items
         ii. Bid item quantities
         iii. Specification item number
         iv. Paid item description and unit of measure
      b. Basis of estimate sheet (list of materials)
      c. General notes and specification data.
      d. Condition diagram
         i. Highway and intersection design features
         ii. Roadside development
         iii. Traffic control including illumination
      e. Plan Sheet(s)
         i. Existing traffic control that will remain (signs and markings)
         ii. Existing utilities
         iii. Proposed illumination for the locations specified above
         iv. Proposed installation for the locations specified above
         v. Proposed electrical conductor summary table(s)
         vi. Proposed power pole source
      f. Notes for plan layout
      g. Electrical sheet(s)
         i. Electrical panel schedule
         ii. One-line wiring diagram(s)
      h. Construction detail sheet(s)
         i. Poles (State standard sheets)
         ii. Fixtures
         iii. Pull Box and conduit layout
         iv. Electrical service sheets
      i. Aerial or underground interconnect details (when applicable)
   2. General Requirements
      a. Contact local utility company
         i. Confirm power source
      b. Prepare governing specifications and special provisions list
      c. Prepare project estimate

3. The Engineer shall not be responsible for the following, but not be limited to:
   a. Photometric analysis of roadway lighting exterior to the project limits;
   b. Photometric analysis of parking lot lighting exterior to the project limits;
   c. 3D renderings; and
   d. Structural calculations for light pole bases.

TASK 11 - MISCELLANEOUS DESIGN

11.1 Storm Water Pollution Prevention Plan (SW3P)

A. The ENGINEER shall develop SW3P, on separate sheets from, but in conformance with the TCP, to minimize potential impact to receiving waterways. The SW3P will consist of text describing the plan, quantities, type, phase, and locations of erosion control devices and any required permanent erosion control.

11.2 Compute and Tabulate Quantities

A. The ENGINEER shall provide the summaries and quantities within all formal submittals.

11.3 Miscellaneous Structure Details

A. The ENGINEER shall provide the necessary details required to supplement standard details.

11.4 Estimate

A. The ENGINEER shall independently develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and Final PS&E submittals. The ENGINEER shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal or in TxDOT CONNECT format at the 90%, 100%, and Final PS&E submittals per State's District requirement.

11.5 Contract Time Determination.

A. The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90%, 100%, and Final PS&E milestones. The schedule will consist of tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall assist the CITY and State in interpreting the schedule.
B. The ENGINEER shall coordinate meetings with TxDOT Midland Area Office for contract time determination review at 90% and 100% PS&E submittals.

11.6 Specifications and General Notes.

A. The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format.

11.7 Constructability Review.

A. The ENGINEER shall provide an internal Independent Quality Review of the constructability PS&E sets.

B. The ENGINEER shall perform constructability reviews at major project design milestones (60%, 90%, 100%, and Final PS&E) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review will be

performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), SW3P, Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews will be captured in a Constructability Log identifying areas of concern and potential conflict. The ENGINEER shall provide the results of all Constructability reviews and recommendations to the CITY and State at major project design milestone submittals.

C. The ENGINEER shall coordinate constructability review meetings with TxDOT Midland Area Office for constructability review at major project design milestones (60%, 90%, 100%, and Final PS&E).

TASK 12 - CONTRACT MANAGEMENT AND ADMINISTRATION

12.1 Contract Management and Administration is not included in this scope of work. ENGINEER will utilize City of Midland Task Order No. 19 – "SH 191 at CR 1250 PS&E – Data Collection and Project Management" for scope of work identified in Task Order No. 19.

TASK 13 – UTILITY COORDINATION

13.1 Utility Coordination

The ENGINEER shall provide utility adjustment coordination services including utility coordination meetings with individual utility companies, communication, and coordination with franchise utilities.

A. Utility Coordination

The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the State to achieve timely project notifications, formal coordination meetings, conflict analysis, and conflict resolution.

1. The ENGINEER shall provide initial project notification letters (NOPC) and U-NORA letters to all affected utility companies, owners, and other concerned parties.
2. The ENGINEER shall provide the State and all affected utility companies and owners a utility contact list for each project with all information such as:
    a. Owner's Name
    b. Contact Person
    c. Telephone Numbers
    d. Emergency Contact Number
    e. E-mail addresses
    f. All pertinent information concerning their respective affected utilities and facilities, including, at a minimum: size, number of poles, material, and other information that readily identifies the facilities of the utility company.
3. The ENGINEER shall utilize the utility conflict matrix (UCM) provided by TxDOT from the SH 191 Schematic project from SH 349 to SH 158 completed in 2024.
4. The ENGINEER shall assist the State in providing Utility layouts and exhibits
5. The ENGINEER shall advise utility companies and owners of the general characteristics of the Project and illustrate the project footprint for mark-up of the utility facility locations that occupy the project area.

13.2 Utility Engineering

Utility engineering includes the identification of utility conflicts, coordination, compliance with the UAR, and resolution of utility conflicts. The Engineer shall coordinate all activities with the CITY and State to facilitate the orderly progress and timely completion of the State's design phase.

A. Coordination Of Engineering Activities

1. Utility Layout

The ENGINEER must utilize the layout of existing utilities as prepared, if available, and determine the following:

a. Facilities in conflict with the proposed project that are to be relocated

b. Facilities to be abandoned in place

c. Facilities to remain in service and in place as a result roadway design adjustments and meeting the current UAR

B. Individual Meetings with Utility Companies

To facilitate utility conflict identification and resolution, the ENGINEER shall:

1. Establish contact with all existing utilities within and adjacent to the project limits and set up utility coordination meetings to discuss concepts and options for construction.

2. Assist the State in coordinating utility relocations.

TASK 14 – RIGHT-OF-WAY DEDICATION DOCUMENTS

14.1 The ENGINEER will prepare a metes and bounds description and sketch showing the location and dimensions for four (4) proposed right-of-way dedications. Dedication language will either be the unaltered standard language provided by the local jurisdiction, or as agreed to by the Grantor and Grantee and provided complete to the ENGINEER. The CITY will file the document.

TASK 15 – Bidding Phase Support

15.1 Project Addendums – The ENGINEER will issue up to 5 project addendums as required.

15.2 Questions – The ENGINEER will answer contractor questions as required.

DELIVERABLES

The ENGINEER shall submit the following deliverables to the CITY and State:

1. Plan Development
   a. Preliminary Bridge Layout Review (PBLR) Submittal

i. PDF set of 11" x 17" bridge and retaining wall layouts for the State District Bluebeam review.

ii. External stability analysis for retaining walls.

iii. One set of a roll format TCP phasing layout, one copy of the pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.

iv. Plan and profile sheets of the roadway immediately before and after the bridge

v. Form 1002 for bridge work type: New

b. 60% Review Submittal

i. Estimate of construction cost.

ii. Engineer's internal QA and QC marked up set.

iii. Preliminary marked-up General Notes, list of Specifications, and list of Special Provisions

iv. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.

v. One set of a roll format TCP phasing layout, one copy of the .pdf of plans sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.

vi. Preliminary 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 60% plan sheets.

vii. Preliminary Title Sheet

viii. Preliminary Index of Sheets including Standards

ix. Preliminary Existing and Proposed Typical Sections

x. Preliminary Summary Sheets

xi. Preliminary Traffic Control Plan Sheets

xii. Preliminary Survey Control Data Sheets

xiii. Preliminary Removal Layouts

xiv. Preliminary Plan & Profile Sheets for all Alignments

xv. Preliminary Intersection Layouts

xvi. Preliminary Illuminations Sheets

xvii. Preliminary Miscellaneous Roadway Details

xviii. Preliminary Drainage Area Maps

xix. Preliminary Culvert Computations

xx. Preliminary Culvert Layouts

xxi. Preliminary Hydraulic Computations

xxii. Soil Borings

xxiii. Preliminary Retaining Wall Layouts

xxiv. Approved Bridge Layouts (from PBLR)

xxv. Preliminary Utility Layout Sheets

xxvi. Preliminary Signing, Delineation & Pavement Marking Layouts

xxvii. Preliminary SWP3 Layouts and EPIC Sheet

xxviii. Roadway Cross-Sections (scale 1" =20' horizontally and vertically)

c. 90% Review Submittal

i. Address 60% comments.

ii. Estimate of construction cost.

iii. New Special Specifications and Special Provisions with Form 1814, if applicable.

iv. Engineer's internal QA and QC marked up set.

v. TxDOT supporting documents and forms.

vi. A detailed 3D corridor model, in the most current format, created using Bentley's OpenRoads tools, and with detail to verify the design of the 90% plan sheets. The level of detail of the surface and subsurface features will be at the direction of the State.

vii. New Special Specifications and Special Provisions with Form 1814, if applicable.

viii. Updated Title Sheet with Index of Sheets

ix. Final Existing and Proposed Typical Sections

x. Final Summary Sheets

xi. Final Traffic Control Plan Sheets

xii. Final Control Data Sheets

xiii. Final Removal Layouts

xiv. Final Plan & Profile Sheets

xv. Final Intersection Layouts

xvi. Final Illuminations Sheets

xvii. Final Miscellaneous Roadway Details

xviii. Final Drainage Area Maps

xix. Final Culvert Computations

xx. Final Culvert Layouts

xxi. Final Hydraulic Computations

xxii. Final Retaining Wall Layouts

xxiii. Final Bridge Sheets

xxiv. Final Utility Layout Sheets

xxv. Final Signing, Delineation, & Pavement Marking Layouts

xxvi. Final SWP3 Layouts and EPIC Sheet

xxvii. Final Roadway Cross-Sections (scale 1" =20), if changed

xxviii. Opinion of Probable Construction Cost, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications

xxix. Preliminary Contract Time Determination

d. 100% Review Submittal

i. Revised supporting documents from 90% review comments.

ii. Engineer's internal QA and QC marked up set.

iii. A final 3D corridor model, in the most current format, created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.

iv. A final 3D earthwork model, if applicable, in .XML created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.

v. All applicable sheets from the 90% review.

vi. Final Roadway Cross-Sections (scale 1" =20), if changed

vii. Updated Construction Cost Estimate, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications

viii. Updated Contract Time Determination

e. Final PS&E (Sealed) Submittal

i. Final supporting documents from 100% review comments.

ii. Engineer's internal QA and QC marked up set.

iii. A final 3D corridor model, in the most current format, created using Bentley's OpenRoads tools. The level of detail of the surface and subsurface features will be at the direction of the State.

iv. A final 3D earthwork model, if applicable, in XML format created using Bentley's OpenRoads tools.

v. Final sealed PS&E plans

vi. Final Roadway Cross-Sections (scale 1" =20), if changed

vii. Final Construction Cost Estimate, marked-up General Notes, Specification Data Sheet, Special Provisions, Special Specifications

viii. Final Contract Time Determination

A. Electronic Copies

1. The Engineer shall furnish the State with final plans via Box.com in the current graphics format used by the State, PDF format, and in the District's File Management System (FMS) format.

2. The Engineer shall also furnish the State with cross-section information via Box.com in DGN format.

3. The Engineer shall provide the Primavera (P6) XER file, for contract time determination.

B. Calculations

1. The Engineer shall provide the following:

a. All quantity and non-structural design calculations.

b. Engineering design calculations, load rating calculations, analysis, input calculations, quantities, geometric designs (ORD files), etc. relating to the project's structural elements. Project structural elements consisting of bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls, and drainage appurtenances.

c. Submit element normally bound using a PDF format.

C. Archiving File for Bridge Design Calculations and Notes

1. The Engineer shall scan the design notes (or convert electronic files) and submit a single PDF file for each bridge. In the case of a single design done for twin structures, submit the same notes under two separate NBI numbers.

    a. Refer to *Figure 6: Guidance for Calculation Retention* in the Bridge Division's *Quality Control and Quality Assurance Guide* at http.//ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/qa_qc_guide.pdf for the design elements that are required and how to assemble the PDF file.

    b. Additionally, the file should contain:

        i. Completed Quality Control Cover Sheet from the Quality Control and Quality Assurance Guide at http.//ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/qa_qc_guide.pdf

        ii. The Engineer is allowed to use their own cover sheet if it is similar to the Quality Control Coversheet from the Quality Control and Quality Assurance Guide.

        iii. Bridge layout at the time of the original design

        iv. Load rating calculations.

        v. Communication directly related to the included elements

    c. Do not include bridge geometry runs (BGS, Geomath, spreadsheets, etc.).

2. Name the file using the following naming convention:

    a. Design notes: NBI_DN_yyyy—mm, with yyyy-mm being the year and month the PDF file is submitted (ex. 1234567890abcde_DN_2015-06)

    b. Change Orders: NBI_CO_yyyy—mm, with yyyy-mm being the year and month the PDF file is submitted (ex. 1234567890abcde_CO_2015-06

3. Send the Archiving File PDF of bridge design notes to the State's project manager, who will submit to the State's Bridge Management Group. The files will become part of the permanent bridge file in the State's bridge inspection database management system.

ADDITIONAL SERVICES

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the CITY. Such services shall include, but are not limited to, the following:

A. Environmental Documentation
B. Public Involvement or Public Outreach
C. Schematic Design
D. Traffic Projections
E. Traffic Warrant Studies
F. Traffic Intersection Analysis
G. Pavement Design
H. Signal warrants or signal timing
I. Existing water or sanitary sewer relocations
J. Landscape or Irrigation design
K. Bid Phase Services or Construction Contract Administration
L. Construction Phase Services

PART 3.0 CITY, MDC, AND STATE RESPONSIBILITIES

Subject to availability, the services to be provided or performed by the CITY, Midland Development Corporation (MDC), or State will include, but not be limited to, the following items:

1. Name, address, and phone number of the CITY'S project manager.
2. Records available that would assist in the completion of the work described in PART 2.0.
3. Review, and coordination of review by the State, of recommendations offered by the ENGINEER and approval or rejection of any or all work performed under this contract.
4. Review of progress of work and final acceptance of all documents.
5. Processing of all periodic payment requests submitted by ENGINEER and payment processing by MDC.
6. Assistance in the coordination and scheduling of site visits.
7. Available horizontal control points, benchmark elevations and descriptions for vertical control in the project area.
8. Available existing Right-of-Way (ROW) maps of state and municipal highway facilities in the project corridor.
9. Available interface data for any projects adjacent to the project corridor.
10. Current average bid prices for construction, maintenance, and operation costs.
11. Assistance as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
12. Timely reviews of deliverables in accordance with Part 4.0 (Period of Service)
13. Authorizations and decisions necessary for the ENGINEER to maintain the project work schedule.
14. Examples of acceptable format for the deliverables required by the work authorizations.

PART 4.0 PERIOD OF SERVICE:

The term of this contract commences on the effective date and continues without interruption for a term of 18 months. If the ENGINEER determines that additional time is required to complete the Services, the MDC may, but is not obligated to, at their discretion, execute an agreement to grant additional time so long as the amount of consideration does not increase. Deliverables will be submitted to the CITY, MDC, and State by the ENGINEER according to the following schedule:

Task	Deliverable	Period of Service
1	Data Collection	Through end of project
2	Survey	TBD
3	Geotechnical	TBD
4	Subsurface Utility Engineering (SUE)	TBD
5-14	Roadway Design	2025-2026
	PBLR Submittal	TBD
	60% Review Submittal	TBD
	90% Review Submittal	TBD
	100% Review Submittal	TBD
	Final PS&E Submittal	TBD

PART 5.0 PAYMENTS TO ENGINEER

The ENGINEER will perform the services described in Part 2.0 - Tasks 1 - 15 for a total fee of **2,099,100.00**. Individual task amounts are informational only. The ENGINEER reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the CITY.

TASK DESCRIPTION	Prime Provider KHA	Sub Provider SURVEY	Sub Provider GEOTECH	Sub Provider SUE	Total Cost
LUMP SUM ITEMS					
1. Data Collection	$ -	$ -	$ -	$ -	**$ -**
3. Geotechnical Borings and Investigations	$ 15,000.00	$ -	$ 246,900.00	$ -	**$ 261,900.00**
5. Roadway Design	$ 413,700.00	$ -	$ -	$ -	**$ 413,700.00**
6. Drainage Design and Report	$ 148,100.00	$ -	$ -	$ -	**$ 148,100.00**
7. Bridge Design	$ 146,700.00	$ -	$ -	$ -	**$ 146,700.00**
8. Retaining Walls	$ 59,200.00	$ -	$ -	$ -	**$ 59,200.00**
9. Traffic Control	$ 209,400.00	$ -	$ -	$ -	**$ 209,400.00**
10. Signing, Pavement Markings, Signalization, and Safety Lighting	$ 273,200.00	$ -	$ -	$ -	**$ 273,200.00**
11. Miscellaneous Design	$ 303,100.00	$ -	$ -	$ -	**$ 303,100.00**
12. Contract Management and Administration	$ -	$ -	$ -	$ -	**$ -**
13. Utility Coordination	$ 58,700.00	$ -	$ -	$ -	**$ 58,700.00**
14. Right-of-Way Dedication Documents	$ 15,100.00	$ -	$ -	$ -	**$ 15,100.00**
15. Bid Phase Support	$ 26,600.00	$ -	$ -	$ -	**$ 26,600.00**
LUMP SUM SUBTOTAL	**$ 1,668,800.00**	**$ -**	**$ 246,900.00**	**$ -**	**$ 1,915,700.00**
Expenses + 10% Sub Markup	**$ 37,090.00**				**$ 37,090.00**
LUMP SUM TOTAL	**$ 1,705,890.00**	**$ -**	**$ 246,900.00**	**$ -**	**$ 1,952,790.00**
HOURLY NOT-TO-EXCEED ITEMS					
2. Design Survey	$ 19,700.00	$ 25,000.00	$ -	$ -	**$ 44,700.00**
4. Subsurface Utility Engineering	$ 18,700.00	$ -	$ -	$ 73,100.00	**$ 91,800.00**
HOURLY NOT-TO-EXCEED SUBTOTAL	**$ 38,400.00**	**$ 25,000.00**	**$ -**	**$ 73,100.00**	**$ 136,500.00**
Expenses + 10% Sub Markup	**$ 9,810.00**				**$ 9,810.00**
HOURLY NOT-TO-EXCEED TOTAL	**$ 48,210.00**	**$ 25,000.00**	**$ -**	**$ 73,100.00**	**$ 146,310.00**
CONTRACT TOTAL	**$ 1,754,100.00**	**$ 25,000.00**	**$ 246,900.00**	**$ 73,100.00**	**$ 2,099,100.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

For the hourly, not-to-exceed tasks, labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at cost plus 10%. A percentage of labor fee (4.6%) will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, and project related computer time. Administrative time related to the project may be billed hourly.

Payment will be due 30 days of your receipt of the invoice and should include the invoice number and the ENGINEER's project number.

UTPB Incubator & Makerspace Reimbursement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF $96,184.54 TO THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN PURSUANT TO THAT CERTAIN INCUBATOR AND MAKERSPACE GRANT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN

WHEREAS, the Midland Development Corporation previously entered into that certain Incubator and Makerspace Grant Agreement with the University of Texas of the Permian Basin; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize a reimbursement payment to the University of Texas of the Permian Basin pursuant to the terms of said agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the payment of $96,184.54 to the University of Texas of the Permian Basin is hereby approved.

SECTION TWO. That the City Comptroller of the City of Midland, Texas, is hereby authorized and directed to pay the University of Texas of the Permian Basin the sum of $96,184.54 from funds available in the Midland Development Corporation Fund (235) operating budget (Economic Development Incentives) (53905).

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Directors voting “AYE”:

Directors voting “NAY”:

_____
P. LOURCEY SAMS,
Chairman of the Midland
Development Corporation

ATTEST:

_____
ELVIE BROWN,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

_____
NICHOLAS TOULET,
Attorney for the Midland
Development Corporation

Income Statement

MIDLAND DEVELOPMENT CORPORATION
INCOME STATEMENT FOR THE 11 MONTHS ENDED
August 31, 2025

	Aug-25	YTD	Budgeted Amount
Revenue	$1,657,441.82	$14,549,337.47	$14,976,644.00
40100 - State Sales Tax	$1,557,782.82	$12,956,773.72	$14,000,000.00
40600 - Public ROW Use Fees	$0.00	$4,823.00	$0.00
43000 - Interest	$0.00	$163,500.00	$0.00
43010 - Interest - Nonpooled Invest	$0.00	$394,547.02	$0.00
47005 - Government Contributions	$0.00	$0.00	$0.00
46190 - Miscellaneous Rentals	$99,659.00	$1,023,161.00	$976,644.00
48480 - Reimbursement of Budget Exp	$0.00	$6,532.73	$0.00
49112 - Incr/Decr In Fair Value of Inv	$0.00	$0.00	$0.00
4235150 - Midland Dvlpmt Corp Revenue	$1,657,441.82	$14,549,337.47	$14,976,644.00
Expense	$791,567.86	$13,087,782.10	$14,976,644.00
51010 - Base Salary	$31,025.21	$297,924.73	$408,238.00
51090 - Fica MDC Portion	$2,393.67	$21,970.80	$32,976.00
51110 - Health Insurance	$1,438.74	$18,714.64	$41,100.00
51135 - ACCE Profit Sharing	$350.00	$6,954.02	$26,127.00
52010 - Office Supplies	$441.20	$10,685.32	$6,500.00
52110 - Motor Vehicle Supplies	$40.53	$650.26	$1,000.00
52115 - Minor Furniture & Fixtures	$0.00	$0.00	$2,000.00
52155 - Minor Computer Hrdwre & Periph	$0.00	$3,089.47	$5,000.00
52160 - Computer Software & Supplies	$0.00	$19,713.54	$40,000.00
52620 - Postage	$0.00	$204.51	$700.00
53010 - Communication	$1,239.06	$12,579.60	$17,000.00
53030 - Light & Power	$7.73	$90.65	$150.00
53110 - Insurance-External	$137,152.60	$149,918.72	$150,000.00
53210 - Hire of Equipment	$60,000.00	$60,000.00	$0.00
53212 - Equipment Rental-External	$334.98	$3,349.80	$5,000.00
53220 - Advertising	$22,714.94	$273,658.80	$300,000.00
53370 - Grounds Maintenance	$2,685.52	$26,385.71	$50,000.00
53405 - Software Maintenance	$1,777.74	$19,555.14	$20,000.00
53440 - External Audit Fees	$0.00	$34,500.04	$45,000.00
53450 - Consulting Fees	$26,086.67	$339,223.76	$500,000.00
53510 - Travel & Entertainment	$29.73	$13,959.25	$15,000.00
53520 - Dues & Subscriptions	$1,327.58	$18,148.21	$20,000.00
53530 - Training,Registration Fees,Etc	$3,465.00	$4,237.00	$10,000.00
53905 - Economic Development Incentive	$354,460.04	$2,568,464.94	$6,246,827.00
53907 - Business Recruitment & Retentn	$9,561.39	$123,076.22	$120,000.00
53909 - Prior Year Committed Incentives	$86,000.00	$6,275,828.67	$4,251,988.00
53920 - Rent	$6,118.26	$34,314.46	$71,466.00
54010 - Building Maintenance	$6,174.67	$118,904.19	$125,000.00
55120 - Maint. - Instruments & Appara.	$124.93	$4,299.60	$2,000.00
56188 - MOTRAN	$0.00	$142,500.00	$142,500.00
56202 - General Fund Services	$35,617.67	$391,794.37	$427,412.00
56410 - Payment of Principal	$0.00	$0.00	$70,605.00
56420 - Interest Expense	$0.00	$0.00	$6,595.00
56910 - Depreciation Expense	$0.00	$0.00	$416,460.00
56995 - Project Non Capital - Promotions	$1,000.00	$399,028.95	$1,400,000.00
57000 - Capital Land Purchases	$0.00	$1,584,556.73	$0.00
57002 - Capital Improvements Other Than Buildings	$0.00	$79,500.00	$0.00
57005 - Infrastructure	$0.00	$30,000.00	$0.00
235235 - Midland Development Corp	$791,567.86	$13,087,782.10	$14,976,644.00
August 2025 Net Income:	**$865,873.96**		
Year-to-Date Net Income:		**$1,461,555.37**	

Balance Sheet

MIDLAND DEVELOPMENT CORPORATION
BALANCE SHEET FOR THE PERIOD ENDED
August 31, 2025
(Used for Internal Purposes Only)

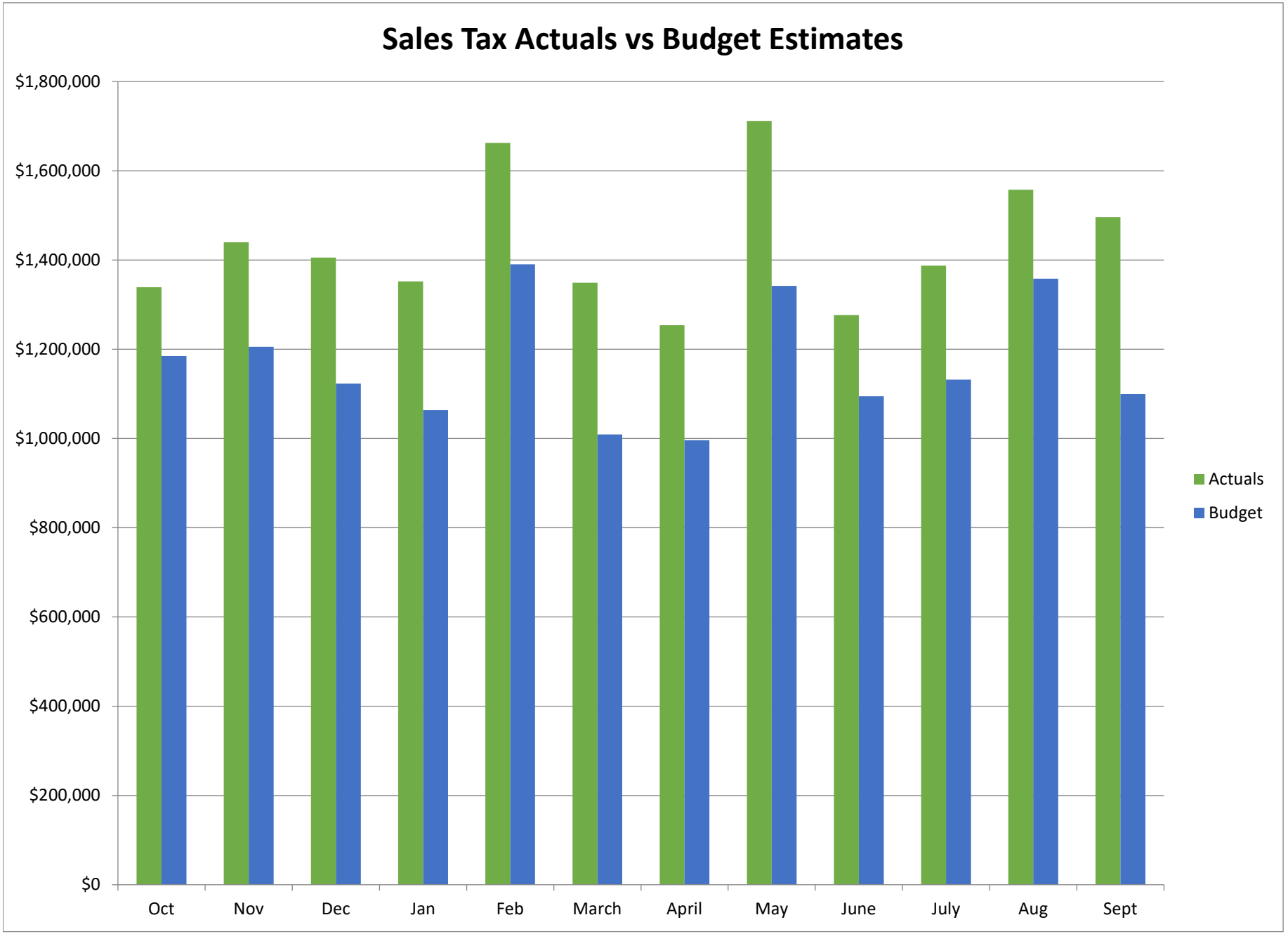
ASSETS			
Current Assets			
Cash and cash equivalents		44,311,054	
Investments		-	
Sales tax receivable		-	
Prepaid expenses		134,721	
Accounts receivable		83,500	
			44,529,275
Non-Current Assets			
Capital Assets, net		26,432,611	
Forgivable Loans			
Made to Primary Government	-		
Made to Other	6,579		
Total Forgivable Loans		6,579	
			26,439,190
Total Assets			$ 70,968,465
LIABILITIES AND NET POSITION			
Liabilities			
Accounts payable		184,417	
Retainage Payable		130,200	
Capital Leases payable		523,818	
Commitments payable			
Due within one year	7,655,802		
Due in more than one year	57,068,428		
Total Commitments Payable		64,724,231	
			65,562,666
Net Position			
Net investment in capital assets		26,432,611	
Restricted for Forgivable Loans		6,579	
Restricted for Capital Leases		523,818	
Promotions		3,016,051	
Unrestricted		(24,573,259)	
			5,405,800
Total Liabilities and Net Position			$ 70,968,466

Sales Tax Revenue

MIDLAND DEVELOPMENT CORPORATION

Sales Tax Variance

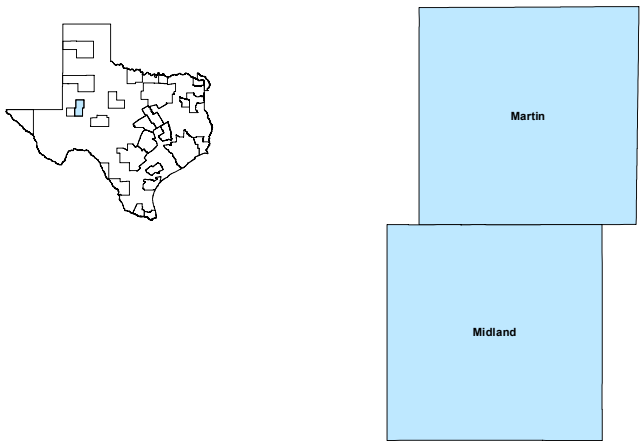
	2022-2023	2023-2024	% Change	2023-2024	2024-2025	% Change	YTD Change
October	$1,416,510.48	$1,376,937.05	2.87%	$1,376,937.05	$1,339,067.34	-2.75%	-2.75%
November	$1,364,595.51	$1,526,083.42	-10.58%	$1,526,083.42	$1,439,817.92	-5.65%	-4.28%
December	$1,380,834.52	$1,363,408.12	1.28%	$1,363,408.12	$1,405,626.04	3.10%	-1.92%
January	$1,358,336.22	$1,290,650.15	5.24%	$1,290,650.15	$1,352,302.16	4.78%	-0.36%
February	$1,649,985.00	$1,673,418.77	-1.40%	$1,673,418.77	$1,662,116.28	-0.68%	-0.44%
March	$1,344,612.50	$1,191,145.36	12.88%	$1,191,145.36	$1,349,307.23	13.28%	1.50%
April	$1,266,881.01	$1,226,873.37	3.26%	$1,226,873.37	$1,253,723.43	2.19%	1.59%
May	$1,597,917.80	$1,474,708.24	8.35%	$1,474,708.24	$1,711,737.58	16.07%	3.51%
June	$1,325,843.43	$1,350,292.64	-1.81%	$1,350,292.64	$1,276,629.36	-5.46%	2.54%
July	$1,395,392.32	$1,404,616.05	-0.66%	$1,404,616.05	$1,387,548.82	-1.22%	2.16%
August	$1,662,691.61	$1,598,380.46	4.02%	$1,598,380.46	$1,557,782.82	-2.54%	1.67%
September	$1,328,790.99	$1,298,093.07	2.36%	$1,298,093.07	$1,496,146.41	15.26%	2.73%
Annual Total	**$17,092,391.39**	**$16,774,606.70**	**-1.86%**	**$16,774,606.70**	**$17,231,805.39**	**2.73%**	**2.73%**


Sales Tax Actuals vs Budget Estimates
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
Oct
Nov
Dec
Jan
Feb
March
April
May
June
July
Aug
Sept
Actuals
Budget

Activity Report

TEXAS Labor Market Information

Midland MSA



August 2025

MSA Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	106,367	106,374	104,102	2,265
Employed	102,589	103,044	100,773	1,816
Unemployed	3,778	3,330	3,329	449
Unemployment Rate	3.6%	3.1%	3.2%	0.4%

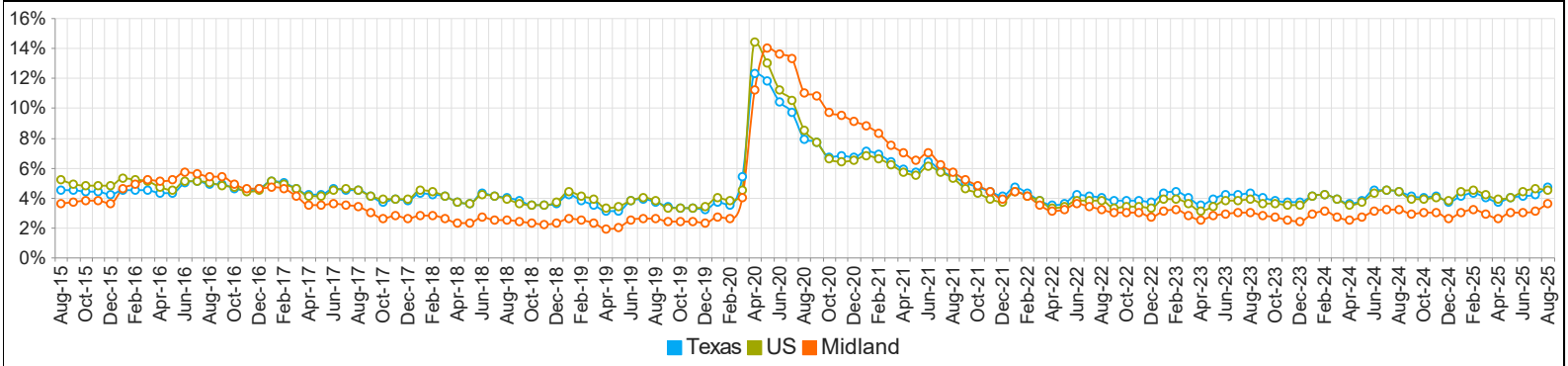
Texas Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

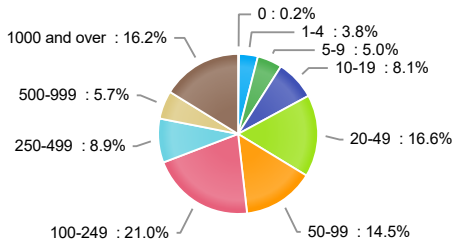
US Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

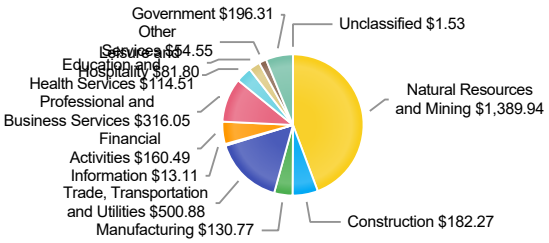
Historical Unemployment Rates



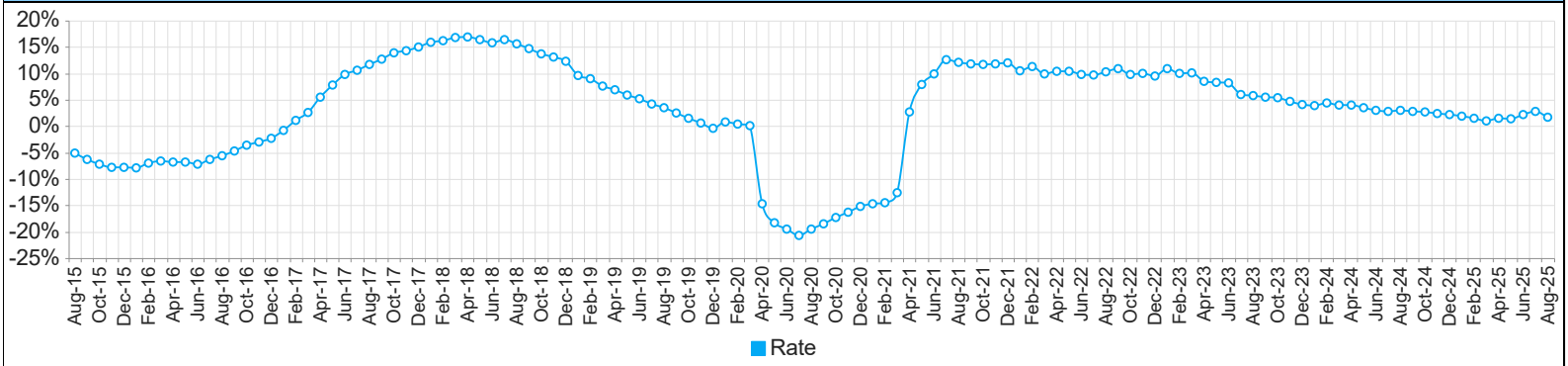
Employment by Size Class (1st Quarter 2025)



Wages by Industry (in millions) (1st Quarter 2025)



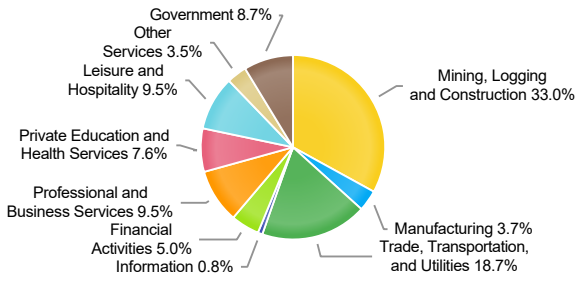
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2025)

Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	126,900	0.0%	1.7%
Mining, Logging and Construction	41,900	-0.5%	-1.2%
Manufacturing	4,700	-2.1%	2.2%
Trade, Transportation, and Utilities	23,700	0.4%	2.6%
Information	1,000	0.0%	0.0%
Financial Activities	6,400	0.0%	3.2%
Professional and Business Services	12,000	0.0%	0.0%
Private Education and Health Services	9,700	1.0%	10.2%
Leisure and Hospitality	12,100	0.0%	2.5%
Other Services	4,400	0.0%	-2.2%
Government	11,000	0.9%	5.8%

Employment by Industry (August 2025)



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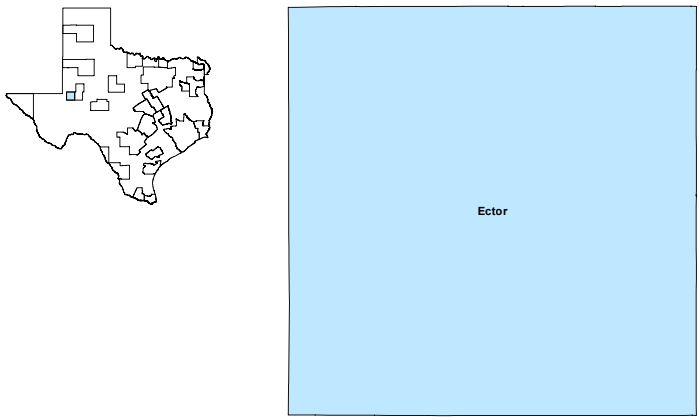
TEXAS Labor Market Information

Odessa MSA



August 2025

MSA Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	88,183	87,801	86,770	1,413
Employed	84,438	84,468	83,421	1,017
Unemployed	3,745	3,333	3,349	396
Unemployment Rate	4.2%	3.8%	3.9%	0.3%

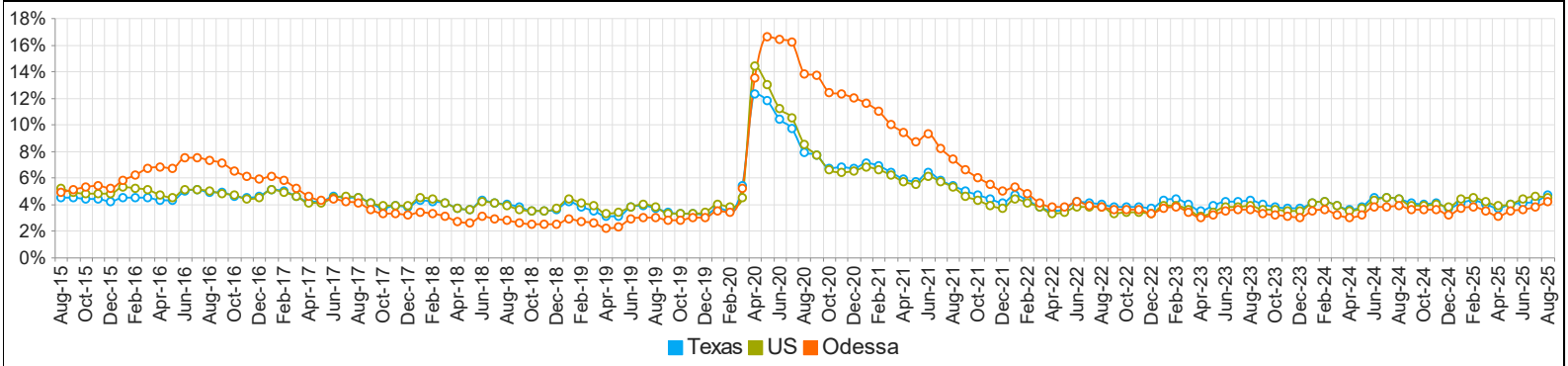
Texas Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

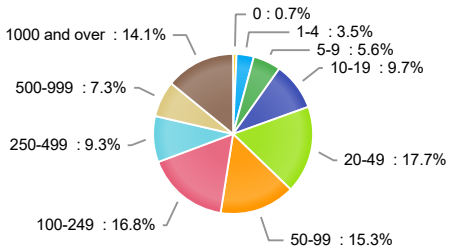
US Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

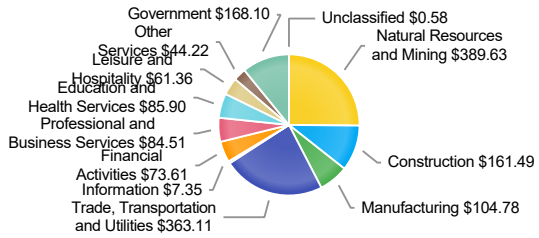
Historical Unemployment Rates



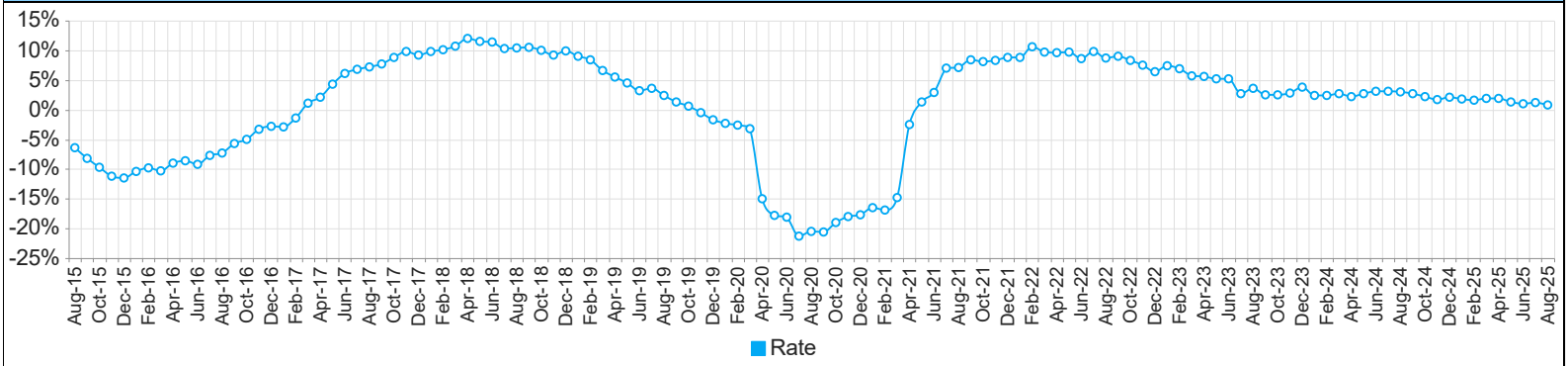
Employment by Size Class (1st Quarter 2025)



Wages by Industry (in millions) (1st Quarter 2025)



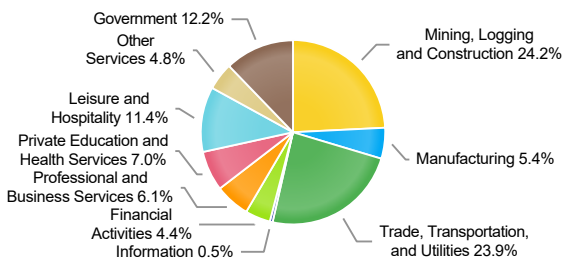
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (August 2025)

Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	83,300	0.1%	0.8%
Mining, Logging and Construction	20,200	1.0%	2.5%
Manufacturing	4,500	0.0%	2.3%
Trade, Transportation, and Utilities	19,900	0.0%	0.5%
Information	400	0.0%	-20.0%
Financial Activities	3,700	-2.6%	0.0%
Professional and Business Services	5,100	0.0%	-3.8%
Private Education and Health Services	5,800	0.0%	1.8%
Leisure and Hospitality	9,500	-1.0%	-1.0%
Other Services	4,000	0.0%	-2.4%
Government	10,200	1.0%	4.1%

Employment by Industry (August 2025)



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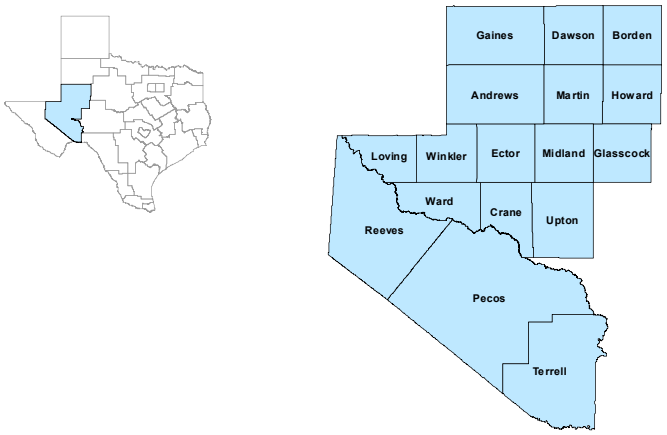
TEXAS Labor Market Information

Permian Basin Workforce Development Area



August 2025

WDA Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	264,494	263,404	258,458	6,036
Employed	254,395	254,415	249,395	5,000
Unemployed	10,099	8,989	9,063	1,036
Unemployment Rate	3.8%	3.4%	3.5%	0.3%

Texas Labor Force Statistics

	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	15,885,187	15,829,036	15,675,864	209,323
Employed	15,144,613	15,157,099	14,978,832	165,781
Unemployed	740,574	671,937	697,032	43,542
Unemployment Rate	4.7%	4.2%	4.4%	0.3%

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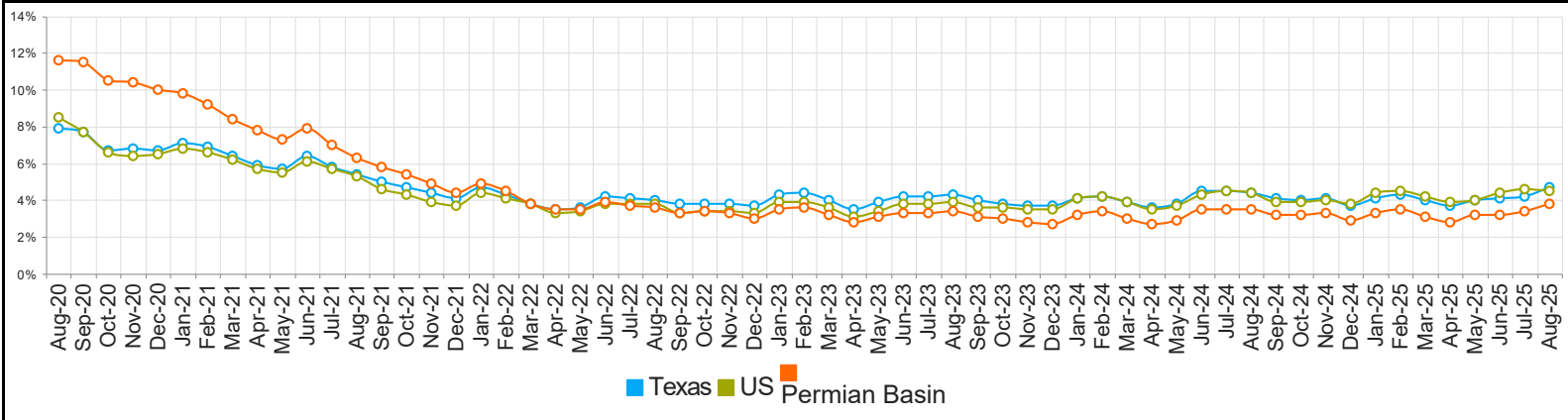
	Aug-25	Jul-25	Aug-24	Yearly Change
Civilian Labor Force	171,035,000	171,646,000	168,763,000	2,272,000
Employed	163,288,000	163,799,000	161,348,000	1,940,000
Unemployed	7,747,000	7,847,000	7,415,000	332,000
Unemployment Rate	4.5%	4.6%	4.4%	0.1%

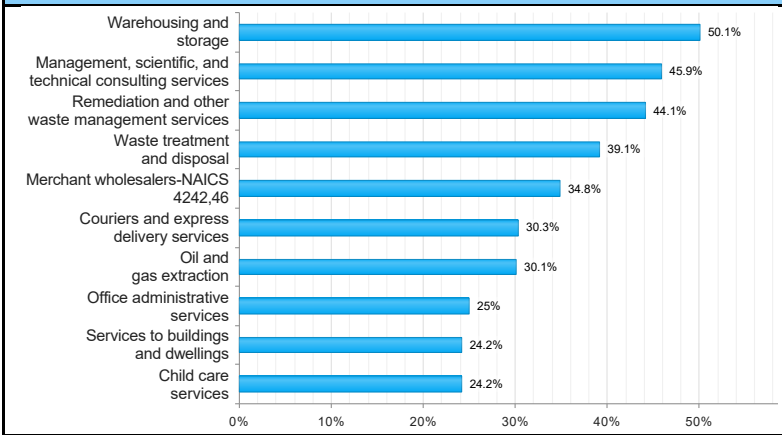
Continued Claims for the Week of the 12th

	Aug-25	Jul-25	Aug-24	Yearly Change
WDA	1,685	1,712	1,294	391
Texas	137,964	151,993	124,660	13,304

Historical Unemployment Rates



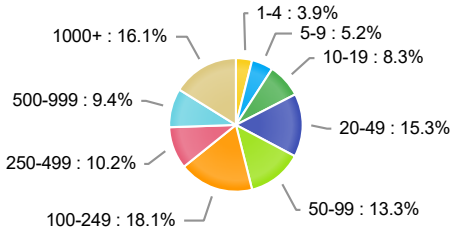
Projected Top Ten Fastest Growing Industries in WDA (% Growth 2022-2032)



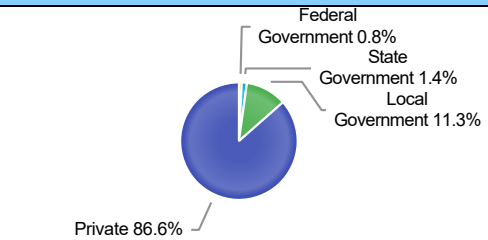
Average Weekly Wage (1st Quarter 2025)

	Q1 2025	Q4 2024	Q1 2024	Quarterly Change	Yearly Change
WDA	$1,719	$1,663	$1,689	$56	$30
Texas	$1,587	$1,488	$1,539	$99	$48
US	$1,589	$1,506	$1,526	$83	$63

Employment by Size Class (1st Quarter 2025)



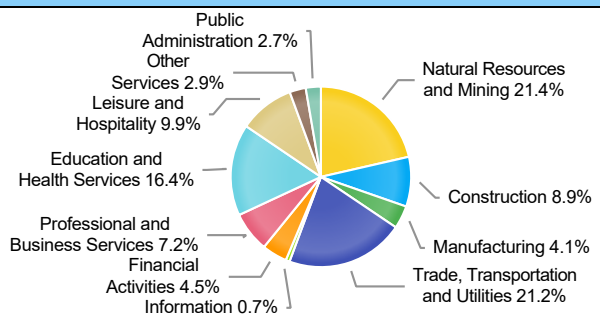
Employment by Ownership (1st Quarter 2025)



Employment by Industry (1st Quarter 2025, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	56,482	21.4%	-1.3%	-0.4%
Construction	23,622	8.9%	-3.8%	3.5%
Manufacturing	10,913	4.1%	3.0%	1.0%
Trade, Transportation and Utilities	56,050	21.2%	-0.5%	2.5%
Information	1,876	0.7%	-0.1%	8.3%
Financial Activities	11,939	4.5%	-0.6%	5.2%
Professional and Business Services	18,923	7.2%	-2.2%	-0.7%
Education and Health Services	43,443	16.4%	0.1%	3.8%
Leisure and Hospitality	26,035	9.9%	-0.9%	-0.6%
Other Services	7,701	2.9%	0.4%	2.2%
Public Administration	7,123	2.7%	-0.2%	2.7%

Employment by Industry (1st Quarter 2025)



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