CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
August 26, 2025 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

A quorum of the City Council intends to be physically present at the aforementioned location.

The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Pastor Olaf Luna, Mid-Cities Church

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:

   3a. Presentation by Chad Eason regarding Special Olympics Recap and 2026 Preview

   3b. Presentation of Proclamation for "Jeff Tyner Day"

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF AUGUST 12, 2025

5. 085-2025 – MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP, FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 **(DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

6. 2025-116 – RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND, TEXAS, REGARDING INVESTMENTS OF PUBLIC FUNDS; ADDING CHRIS HAYES, TREASURY MANAGER, AND GERRY ADKINS, COMPTROLLER, AS AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND ON THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, TEXPOOL/TEXPOOL PRIME; AND CHRISTY WEAKLAND, CHRIS HAYES, AND GERRY ADKINS SHALL BE AUTHORIZED

REPRESENTATIVES OF THE CITY OF MIDLAND **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2025-117 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD STARCRAFT ALLSTAR – E350 SHUTTLE BUSES FROM MODEL 1 COMMERCIAL VEHICLES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $255,734.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE **(DISTRICT 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2025-118 – RESOLUTION AWARDING A CONTRACT TO TEC EXCAVATION, INC., FOR THE AIRPORT WASTEWATER LIFT STATION REPLACEMENT PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,631,900.00; APPROVING $244,785.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2025-119 – RESOLUTION APPROVING A CONTRACT WITH DECOR IQ, LLC, THROUGH BUYBOARD, FOR THE PERMANENT EXPANDABLE TREE LIGHTING PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF $129,065.41; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

10. 086-2025 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2025 AIRSHO AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

11. 087-2025 – MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT NO. 76 IN THE AMOUNT OF $8,000,000 FOR THE CONSTRUCTION PHASE OF THE TERMINAL MODERNIZATION AND PASSENGER SCREENING AREA RELOCATION/EXPANSION PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

12. 088-2025 – MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT NO. 77 IN THE AMOUNT OF $10,264,531 FOR THE CONSTRUCTION PHASE OF THE TERMINAL MODERNIZATION AND PASSENGER SCREENING AREA RELOCATION/EXPANSION PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

13. 089-2025 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF RESILIENT INDUSTRIAL PARK, BEING A PLAT OF A 38.19-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 49 AND NORTH COUNTY ROAD 1287) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

14. 090-2025 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY UNDER WHICH THE CITY WILL CONSTRUCT AND WIDEN BRIARWOOD AVENUE FROM A POINT APPROXIMATELY 1,500 FEET EAST OF STATE HIGHWAY 158 TO AVALON DRIVE AND RECEIVE THE SUM OF $2,500,000.00 FROM MIDLAND COUNTY FOLLOWING COMPLETION OF THE WORK **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

15. 10649 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

16. 10654 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 10655 – AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X,

H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE DEPUTY CITY MANAGER OF $51,466.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 10656 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

19. 10658 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

20. 10659 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 12, 2025) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

21. 10660 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

22. 10661 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

23. 091-2025 – MOTION GRANTING TURNER SIGN SYSTEMS' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, QUIKTRIP STORE 7911, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 2025-120 – RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND LEE HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $11,498,873.76 **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

25. 2025-121 – RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,628,496.00 **(DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

PUBLIC COMMENT

26. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

STAFF PRESENTATIONS

27. "Targeted Safety Action Plan"

28. “Closing the Gap with Savings and Efficiencies”

EXECUTIVE SESSION

29. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

a. Section 551.071, Consultation with Attorney

a.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

a.2. Discuss pending or contemplated litigation.

b. Section 551.072, Deliberation Regarding Real Property

b.1. Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1. Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.

c.2. Deliberate the appointment of members to the Midland Development Corporation Board of Directors and the Planning and Zoning Commission.

d. Section 551.087, Deliberate Economic Development Negotiations

d.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

Respectfully Submitted,

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Tommy Gonzalez
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

MIDLAND CITY COUNCIL
MINUTES
August 12, 2025

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 12, 2025.

Council Members present: John Burkholder, Amy Stretcher Burkes, Robin Poole, Lori Blong, Brian Stubbs, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Tommy Gonzalez, Deputy City Manager Morris Williams Jr., Deputy City Manager Jose Ortiz, City Governance Officer/City Secretary Marcia Bentley-German, Interim City Attorney Nicholas Toulet-Crump

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

1. Invocation – Pastor Dustin Vorse, Midland Church of God

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF JULY 22, 2025

9. 2025-104 – RESOLUTION APPROVING SELECTION OF CONSOR ENGINEERS, LLC, DUNAWAY ASSOCIATES, LLC, FREESE AND NICHOLS, INC, GARVER LLC, HALFF ASSOCIATES, INC, HDR ENGINEERING, INC., KIMLEY-HORN AND ASSOCIATES, INC., LJA ENGINEERING, INC., LOCKWOOD, ANDREWS, & NEWNAM, INC, MAGRYM CONSULTING, INC, MAVERICK CIVIL & SURVEY, LLC DBA MAVERICK ENGINEERING, PARKHILL SMITH & COOPER, INC. DBA PARKHILL, RS&H, STANTEC CONSULTING SERVICES, INC, AND WESTWOOD PROFESSIONAL SERVICES, INC., AS RESPECTIVE FIRST CHOICES FOR THE PERFORMANCE OF ON-CALL CITYWIDE ENGINEERING SUPPORT SERVICES FOR THE ENTIRE CITY OVER THE NEXT FOUR (4) YEARS; PROVIDING THAT ANY AGREEMENT SHALL EACH TASK ORDER SHALL NOT EXCEED $250,000.00 AND (2) THAT THE TOTAL COST TO CITY FOR ALL TASK ORDERS EXECUTED BY CITY AND COMPANY EACH YEAR IN ACCORDANCE WITH

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THIS AGREEMENT SHALL NOT EXCEED $1,200,000 PER YEAR. PROFESSIONAL SERVICES AGREEMENTS ON AN AS NEEDED BASIS **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2025-105 – RESOLUTION APPROVING THE PURCHASE OF JUNIPER NETWORK SWITCHES FROM CDW GOVERNMENT LLC THROUGH THE INTERLOCAL PURCHASING SYSTEM FOR A TOTAL COST OF $339,928.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2025-107 – RESOLUTION APPROVING A CONTRACT WITH GARLAND/DBS, INC., THROUGH THE OMNIA COOPERATIVE, FOR THE BUSH COMMEMORATIVE CENTER ROOFING PROJECT FOR A TOTAL COST OF $1,297,456.00; APPROVING $324,364.00 FOR PROJECT-RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

14. 078-2025 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 13 TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC. DBA PARKHILL; SAID AMENDMENT PROVIDING FOR: (I) THE APPROPRIATION OF $698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 16R/34L ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; (II) THE APPROPRIATION OF $698,854.00 TO THE DESIGN/BIDDING PHASE OF THE REHABILITATE RUNWAY 10/28 ASPHALT PAVEMENT (MILL & INLAY) PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND (III) THE ADDITIONAL APPROPRIATION OF $168,900.00 TO THE SPACEPORT BUSINESS PARK ENVIRONMENTAL PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

15. 2025-109 – RESOLUTION CALLING AN ELECTION FOR THREE CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY AND CITY COUNCIL DISTRICTS: PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

16. 2025-110 – RESOLUTION ADOPTING THE CITY OF MIDLAND 2025-2029 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT AND HOUSING FUNDS AND THE 2025-2026 ACTION PLAN TO SAID CONSOLIDATED PLAN; AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

17. 2025-111 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER

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NATURAL RESOURCES, USA, INC. TO DRILL SIX OIL AND GAS WELLS LOCATED IN SECTION 1, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 608 FEET AND 708 FEET EAST OF STATE HIGHWAY 349 AND 6,869 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

20. 080-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (25-329-020) BETWEEN THE CITY OF MIDLAND AND BRAZOS MIDLAND GAS, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 30, BLOCK 36, T-3-S, T&P RR CO. SURVEY, GLASSCOCK COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

21. 081-2025 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE AMENDMENT (25-329-023) WITH MID-STATES OPERATING COMPANY REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 8, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

22. 2025-113 – RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND LUBBOCK MPL TOWER HOLDINGS LLC FOR THE PURPOSE OF MAINTAINING AND OPERATING A COMMUNICATIONS TRANSMITTING AND RECEIVING SITE LOCATED AT LAKE PEGGY SUE **(DISTRICT: ALL) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Robin Poole moved to approve Consent Agenda items 4 – 22, excluding items 4, 5, 6, 7, 8, 11, 13, 18 & 19; seconded by John Burkholder.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

The following item(s) were pulled from consent agenda and considered individually.

4. 2025-091 – RESOLUTION APPROVING THE FISCAL YEAR 2025-2026 BUDGET OF THE MIDLAND DEVELOPMENT CORPORATION, A TYPE A CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE (DEFERRED FROM JULY 22,2025)

This item was pulled to allow public comment. Council Members were given the opportunity to make comments since this item was deferred from a prior meeting.

Council Member Burkholder reported he is comfortable with his understanding of this budget.

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Mayor Pro Tem Poole reported she would like to vote on each item but not on the budget as a whole. Mayor Pro Tem Poole also reported on several concerns she has such as the downtown hotel and how the Midland Development Corporation (MDC) board operates.

Robin Campbell, 110 Ridglea Drive, spoke in opposition of this item. Mrs. Campbell reported she is concerned that the Midland Development Corporation (MDC) canceled their meeting this month and didn't allow for questions or transparency regarding their budget.

Interim City Attorney Nicholas Toulet-Crump reported the Mayor, voting on the hotel agreement a few years ago, did not have any sort of legal conflict in doing so.

Mayor Blong reported there have been several meetings and opportunities to allow individuals to ask questions.

Interim City Attorney Nicholas Toulet-Crump reported he asked the MDC and City staff to go through his office for all of Freedom of Information Act requests.

Judd Campbell, 110 Ridglea Drive, spoke in opposition of this item and is concerned about the MDC budget and that his questions are not being answered. Mr. Campbell reported he feels the MDC is over-committed regarding their funds. Mr. Campbell reported the hotel was not a type A project and should never have been passed.

Midland Development Corporation Director Sara Harris reported the commitments made by the MDC are payable over the next decade and are more than offset by anticipated revenues. Ms. Harris reported on what their budget covers. There is a line-item for building and grounds maintenance. Mrs. Harris also reported the MDC has over 400 acres of land/properties.

Council Member Ladd spoke on comments made regarding Mayor Blongs character.

The entire discussion may be heard at www.midlandtexas.gov.

Jack Ladd moved to approve Resolution No. 2025-091; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Blong, Stubbs, Ladd, Norman
NAY: Poole
ABSTAIN: None
ABSENT: None

5. 2025-101 – RESOLUTION ADOPTING A NEW PURCHASING POLICY AND RESCINDING ALL PRIOR CONFLICTING POLICIES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE OF SEPTEMBER 1, 2025

General Services Director Regina Stephenson gave a brief overview of the item noting they needed to change the purchasing policy due to state legislature, Senate Bill 1173. Making changes to increase the thresholds and changing the delegation of authority for procurement would help the bidding process move faster.

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City Manager Tommy Gonzalez reported the lengthy purchasing process will now be able to move faster with this new policy.

Council ensued in discussion and agree that the $200,000 threshold is too high.

Process Improvement Manager Dr. Steven Sierra Alcabes provided a presentation regarding cycle time improvement and how the average cycle time dropped from 78 days in 2024 to 47 days in 2025.

Judd Campbell, 110 Ridglea Drive, agrees that the $200,000 threshold is too high.

John Burkholder moved to approve with changing the $200,000 threshold back down to $100,000 Resolution No. 2025-101; seconded by John Norman.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

6. 2025-102 – RESOLUTION APPROVING THE PURCHASE OF A 2026 INTERNATIONAL HV507 6X4 CHASSIS WITH A SALTDOGG MUNICIPAL DUMP SPREADER FROM BDR PREFERRED HOLDINGS LLC DBA ROBERTS TRUCK CENTER, THROUGH SOURCEWELL, FOR A TOTAL COST OF $229,730.95

Engineering Services Director Gabriel McClelland reported this is replacing an existing dump truck that has a salt spreader. The dump truck will be used year-round for routine maintenance and the salt spreader as needed for weather events.

Jack Ladd moved to approve Resolution No. 2025-102; seconded by John

Burkholder. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

7. 2025-103 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC, IN AN AMOUNT NOT TO EXCEED $640,600.00 FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH PHASE 1 OF THE WILDCATTER TRAIL – CHAMPIONS PROJECT

Strategic Partnerships Officer Lindsey Adams gave a brief overview and review of a previous presentation regarding the Wildcatter Trail phase 1 project. The idea is to push the item forward so that a contractor may get the project started. Ms. Adams also provided a short timeline for project construction.

John Burkholder moved to approve Resolution No. 2025-103; seconded by Jack Ladd.

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The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

8. 077-2025 – MOTION APPROVING SPECIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE BEAL PARK PHASE 2 DEVELOPMENT PROJECT, SAID SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE AND REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK METHOD PROVIDES THE BEST VALUE FOR THE CITY OF MIDLAND, TEXAS, IN ACCORDANCE WITH TEXAS GOVERNMENT CODE § 2269.056(A); AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID SPECIFICATIONS

Parks and Recreation Director Laurie Williams gave a brief explanation of the Risk Manager's role; reporting two functions will be served. In the beginning they will work with Dunaway Associates to get the best value for construction plans and then they will move into the role of general contractor for the project.

Robin Poole moved to approve Motion No. 077-2025; seconded by

Brian Stubbs. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

11. 2025-106 – RESOLUTION AWARDING A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A GPS PAVING SYSTEM FOR THE TRANSPORTATION DIVISION TO GEOSHACK, INC. OF DALLAS, TEXAS, AT A TOTAL COST NOT TO EXCEED $241,346.56; AND AUTHORIZING PAYMENT

Engineering Services Director Gabriel McClelland gave a brief overview of the item noting they want the ability to do projects in-house and more efficiently and effectively. Mr. McClelland reported on the manual methods and how they will be eliminated.

John Burkholder moved to approve Resolution No.2025-106; seconded by

Brian Stubbs. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

13. 2025-108 – RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE A CONTRACT WITH DECOR IQ, LLC, THROUGH

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BUYBOARD, FOR THE LEASE AND INSTALLATION OF DECORATIVE LIGHTING AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST NOT TO EXCEED $650,000.00 PER YEAR FOR MAXIMUM TERM OF THREE (3) YEARS; AND APPROPRIATING FUNDS FOR SAID CONTRACT

Item pulled by staff. No action taken; however, speakers were allowed to provide comments.

Mayor Blong reported the Council was made aware last week of dollars that needed to be spent at the airport and they would like to make sure the money is allocated properly.

City Manager Tommy Gonzalez reported on past subsidizing of the airport and that certain funds that don't get spent by the airport must be shared with other airlines.

Mayor Blong reported the Council would like to review areas these funds will be most well spent.

Mayor Pro Tem Poole reported there is a list of priorities the funds could be used at the airport.

Council Members provided ideas of items that the funds could be used for such as signs for baggage claim, monitors, doors and luggage carts just to name a few.

Judd Campbell, 110 Ridglea Drive, agrees that Christmas lights at the airport are not a good use of the funds.

The entire discussion may be heard at www.midlandtexas.gov.

18. 2025-112 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. TO DRILL FIVE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MARTIN COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 8,375 FEET AND 8,455 FEET EAST OF STATE HIGHWAY 349 AND 6,945 FEET NORTH OF OCCIDENTAL PARKWAY); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

This item was pulled from the Consent Agenda by mistake, according to Council Member Ladd.

Brian Stubbs moved to approve Resolution No. 2025-112; seconded by

Jack Ladd. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd
NAY: Norman
ABSTAIN: None
ABSENT: None

19. 079-2025 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF $10,000.00 FROM THE YARBOROUGH FOUNDATION; SAID FUNDS SHALL BE USED FOR THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE MIDLAND POLICE DEPARTMENT; AND AUTHORIZING THE APPROPRIATION OF $10,000.00 IN THE

DRAFT

BULLET PROOF VEST PROJECT UPON THE CITY OF MIDLAND'S RECEIPT OF SAID FUNDS

Council Member Norman gave recognition to the Yarborough Foundation and reported that we, as a collective whole, should pay more attention to the community regarding our youth.

Police Chief Greg Snow reported he is humbled and thankful for the support.

Mayor Pro Tem Poole inquired about how far the funds will go with the vest. Chief Snow reported on the numbers.

John Norman moved to approve Motion No. 079-2025; seconded by

Jack Ladd. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

23. 10635 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 1, BLOCK 1, CAMELOT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF ELKINS ROAD, APPROXIMATELY 3,320 FEET NORTH OF EVANS LANE), WHICH IS PRESENTLY ZONED O-1, OFFICE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10635.

Brian Stubbs moved to approve second and final reading of Ordinance No. 10635; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

24. 10651 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 14, BLOCK 22, WEST END ADDITION, SECTION 20, CITY AND COUNTY OF MIDLAND

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TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST TEXAS AVENUE AND NORTH I STREET), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RETAIL STORE FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10651

John Norman moved to approve second and final reading of Ordinance No. 10651; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10652 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 12, BLOCK 9, GREENWOOD ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH STONEWALL STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10652

John Norman moved to approve second and final reading of Ordinance No. 10652; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

26. 10653 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE EAST 1.5 FEET OF LOT 8 AND THE WEST 70 FEET OF LOT 9, BLOCK 3, SCOTSDALE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF STANOLIND AVENUE, APPROXIMATELY 375 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR

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YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10653

Jack Ladd moved to approve second and final reading of Ordinance No. 10653; seconded by John Burkholder.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

27. REVIEW ORDINANCE NO. 10619, WHICH GRANTED A SPECIFIC USE DESIGNATION WITH TERM FOR THE EAST 50 FEET OF LOTS 10 THROUGH 12, BLOCK 61, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WALL STREET, APPROXIMATELY 110 FEET EAST OF SOUTH CARRIZO STREET) ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A LOUNGE FOR ON-PREMISES CONSUMPTION. THE CITY COUNCIL MAY TAKE ACTION TO DIRECT CITY STAFF TO BEGIN THE PROCESS TO AMEND THE CONDITIONS AND RESTRICTIONS OF THE SPECIFIC USE DESIGNATION WITH TERM OR TO REPEAL ORDINANCE NO. 10619 **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10619.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is the 60-day review of a Specific Use Designation (SUD) for the sale of alcohol for the Hot Shots bar. Mrs. Triggs reviewed the item and its additional conditions and incidents.

Mayor Pro Tem Poole reported on safety concerns and lighting in the area to protect others.

Council Member Stubbs reported lighting would be a good use of TIRZ funds.

Mrs. Triggs reported on security recommendations such as security guards being on duty as long as the bar is open and having them present as patrons leave the bar.

Police Chief Greg Snow briefly discussed the unreported July 17th incident where a woman was beaten outside the bar. Chief Snow also addressed the crime rate in Midland.

Council Member Ladd reported that it doesn't make sense to force a business to do something that seems to have no measurable data backing it up and it's not fair to target a

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single bar.

Council discussion ensued regarding fights, drug paraphernalia, safety, security guards, lighting, business owners taking responsibility and being consistent since there is an issue with crime increasing throughout the City.

Police Chief Greg Snow reported on the crime rate in the City and forming partnerships within the community to help solve the issues.

David Chin, 3203 Highsky Drive, reported that the security team walks staff outside to their cars. Mr. Chin also walks customers out as well and will call UBER if they can't drive home. Mr. Chin reported he has never seen drug paraphernalia on the grounds of the parking lot. He also reported his staff goes outside about every 30 minutes or so to take out trash and that he was not aware of the fight at the time.

Discussion ensued among Council.

Mayor Blong opened the public hearing at 11:44 a.m.

Crystal Ramos, 910 Story Avenue, asked that no one buries their head in the sand and stated that we have a huge cartel and gang problem in Midland. Ms. Ramos would like the Mayor and DA to be harsher on criminals because our children should be the main priority.

Terry Garrett, 1605 McDonald Street, spoke on crime and gang presence in Midland, especially on Florida Street.

There being no one else wishing to speak, the public hearing was closed at 11:53 a.m.

The entire discussion may be heard at www.midlandtexas.gov.

Robin Poole moved to direct staff to begin the process to amend the conditions and restrictions of the specific use designation second and final reading of Ordinance No.; seconded by John Burkholder.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

28. 10649 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST

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MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEFERRED FROM JULY 8, 2025) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10649.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation for the sale of alcohol. This item was previously deferred for staff to gather more information. Mrs. Triggs reviewed the findings.

Mayor Blong opened the public hearing at 12:03 p.m.

Terry Garrett, 1605 McDonald Street, reported the city has enough bars in Midland.

Council Member Norman spoke on decorum, civility and being respectful; addressing Mr. Garrett's comments.

Council explained to Mr. Garrett that this is an existing bar.

There being no one else wishing to speak, the public hearing was closed at 12:06 p.m.

Brian Stubbs moved to approve the first of two readings of Ordinance No.10649; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

29. 10654 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10654.

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Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezone request from a planned development to a local retail district.

Mayor Blong opened the public hearing at 12:13 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to approve the first of two readings of Ordinance No. 10654; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

30. 10655 – AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $51,466.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10655.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a right-of-way request for a portion of Mockingbird Lane.

Deputy City Manager Jose Ortiz provided a report on the history of this item and where it's going.

Mayor Blong opened the public hearing at 12:18 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve the first of two readings of Ordinance No.10655; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

31. 10656 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE

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AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10656.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a special exception to permit a reduced minimum lot area.

Mrs. Triggs reported that "one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres".

Mayor Blong opened the public hearing at 12:24 p.m.

Tammy Raindl, 5704 Saratoga Drive, spoke in opposition of this item due to the lot size of the homes and that the two acres should stand. If not, she will be blocked in. Ms. Raindl reported this is why she bought where she did.

Andrew Mellen, Mavrick Engineering, spoke in favor of this item and reported they spoke with some of the neighbors. Mr. Mellen also reported that the median acreage conforms to the plan.

Allen Bennett, 5001 Pimlico Drive, reported he lives in the area and is not in opposition of this item. He is more concerned about keeping it zoned AE and that it does make sense to him.

There being no one else wishing to speak, the public hearing was closed at 12:28 p.m.

Council Member Burkholder inquired about the street, Oriole and future plans.

Deputy City Manager Jose Ortiz reported that Mockingbird is slated to begin the bidding process, hopefully, by the end of the year and go into construction next year. It is important to keep the character of Oriole consistent with the roadway.

Robin Poole moved to approve the first of two readings of Ordinance No.10656; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

OF LAND OUT OF SECTION 23, BLOCK 40. T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF GLADIOLA AVENUE, APPROXIMATELY 465 FEET EAST OF GOLDEN GATE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILTIY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDREING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10657.

Planning Manager Landon Ochoa gave a brief overview of the item noting this is a special exception and that they have received some recent letters of objection. Mr. Ochoa explained the difference between a Country Estate (CE) and Agricultural Estate (AE). The minimum for a CE is one acre and AE is two acres.

Due to the questions among Council, it is recommended that this item be deferred.

Mayor Blong opened the public hearing at 12:35 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Burkholder moved to defer the first of two readings of Ordinance No.10657; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

33. 10658 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10658.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a special exception to permit a reduced minimum side yard setback and a reduced rear yard setback.

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Mayor Blong opened the public hearing at 12:38 p.m.

Matthew Johns, 5217 Lockheed Drive, provided a document for Council regarding setback restrictions on corner lots.

There being no one else wishing to speak, the public hearing was closed at 12:44 p.m.

John Burkholder moved to approve the first of two readings of Ordinance No.10658; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

34. 10659 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Rachel Guentensberger read the caption of Ordinance No. 10659.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezoning request from a regional retail district to a commercial district for a future auto shop.

Mayor Blong opened the public hearing at 12:46 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Robin Poole moved to approve the first of two readings of Ordinance No.10659; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

35. 082-2025 – THE PROPOSED GRANTING OF AN OIL AND GAS WELL PERMIT TO COG OPERATING, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELL: MASK HZ UNIT #1007LR; SAID WELL BEING GENERALLY LOCATED 1,925 FEET WEST OF NORTH A STREET EXTENSION AND 1,057 FEET NORTH OF PASSAGE WAY EXTENSION (PUBLIC HEARING ONLY) **(DISTRICT 1)**

DRAFT

(DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Mayor Blong opened the public hearing at 12:46 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY. NO ACTION TAKEN BY COUNCIL.

36. 083-2025 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-TILLMAN E1A 501H; NAIL-TILLMAN E1B 502H; NAIL-TILLMAN E1C 503H; NAIL-TILLMAN E1D 504H; NAIL-TILLMAN E1E 505H; AND NAIL-TILLMAN E1F 506H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 7,142 FEET AND 7,143 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 4,373 FEET AND 4,473 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Mayor Blong opened the public hearing at 12:47 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY. NO ACTION TAKEN BY COUNCIL.

37. 084-2025 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: NAIL-BURLEY 6G 607H; NAIL-BURLEY 6H 608H; NAIL-BURLEY 6I 609H; NAIL-BURLEY 6J 610H; AND NAIL-BURLEY 6K 611H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 6,617 FEET AND 6,625 FEET NORTH OF OCCIDENTAL PARKWAY AND BETWEEN 6,183 FEET AND 6,263 FEET EAST OF STATE HIGHWAY 349. (PUBLIC HEARING ONLY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Mayor Blong opened the public hearing at 12:48 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

PUBLIC HEARING ONLY. NO ACTION TAKEN BY COUNCIL.

38. 2025-114 – RESOLUTION AUTHORIZING THE ADOPTION OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Planning & Development Officer Elizabeth Triggs reported that every five years this analysis must be completed to be eligible to receive the funding. This is for the adoption of the U.S. Department of Housing and Urban Development Block Grant Analysis of Impediments to Fair Housing Choice.

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Mayor Blong opened the public hearing at 12:53 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Brian Stubbs moved to approve Resolution No.2025-114; seconded by Amy Stretcher

Burkes. The motion passed by the following vote:
AYE: Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

39. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Robin Campbell, 110 Ridglea Drive, reported on several issues from people who donated to Mayor Blong's campaign, what type of corporation should have been used for the hotel deal and what Economic Development Centers may do with funds.

Interim City Attorney Nicholas Toulet-Crump reported there is no legal conflict of interest regarding the Mayor voting on the hotel contract.

Terry Garrett, 1605 McDonald Street, spoke in opposition of the Midland Development Corporation (MDC) and also reported on some road repairs needed. City Manager Tommy Gonzalez reported he will contact Mr. Garrett regarding the road repair issue.

Stan Smith, 4903 Granite Lane, read a letter of concerns/needs and the need to be good custodians of the City's tax money.

Judd Campbell, 110 Ridglea Drive, reported he speaks for others who cannot speak for themselves and the Council needs to take care of the needs of the City. Mr. Campbell reported there is a dramatic miss-use of the Midland Development Corporation (MDC) funds. Mr. Campbell also reported there needs to be accountability and transparency.

Deputy City Manager Jose Ortiz responded to Mr. Garrett's comments regarding the road repair. Mr. Ortiz reported there is currently an emergency road repair being conducted by Atmos that should be completed later today.

STAFF PRESENTATIONS

40. INFRASTRUCTURE IMPROVEMENTS PRESENTATION

Staff presentation not presented.

DRAFT

41. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

Mayor Blong recessed the City Council meeting to go into Executive Session at 1:13 p.m.

a. Section 551.071, Consultation with Attorney

a.1 Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

a.2 Discuss pending or contemplated litigation.

b. Section 551.072, Deliberation Regarding Real Property

b.1 Discuss the purchase, exchange, lease or value of real property.

c. Section 551.074, Personnel Matters

c.1 Deliberate the employment, evaluation, and duties of the City Manager, Interim City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge.

c.2 Deliberate the appointment of members to the Midland Development Corporation Board of Directors and the Planning and Zoning Commission.

d. Section 551.087, Deliberate Economic Development Negotiations

d.1 Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

All the business at hand having been completed, the meeting adjourned at 2:24 p.m.

PASSED AND APPROVED August 26, 2025.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Jamie Barton,

Subject: MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP, FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 (DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP, FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025;

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the FY2026 General Fund operating budget

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Finance recommends proceeding with the engagement of Forvis Mazars, LLP services as provided in the contract to conduct professional audit services for t he fiscal year ending September 30, 2025.

Morris Williams Jr.

City Manager's Office

Forvis Mazars, LLP
14221 Dallas Parkway, Suite 400
Dallas, TX 75254
P 972.702.8262 | F 972.702.0673
forvismazars.us

August 4, 2025

Honorable Lori Blong, Mayor
Members of City Council
Mr. Tommy Gonzalez, City Manager
Ms. Christy Weakland, Director of Finance
CITY OF MIDLAND, TEXAS
300 N. Loraine
Midland, Texas 79701

We appreciate your selection of **Forvis Mazars, LLP** as your service provider, and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services,** our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

City of Midland, Texas (City) for the year ended September 30, 2025

- Financial Statement Audit in Accordance with *Government Auditing Standards*
- Compliance Audit in Accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance)
- Audit in Accordance with the *Passenger Facility Charge Audit Guide for Public Agencies* (PFC Guide)
- Agreed-Upon Procedure services for the Texas Commission of Environmental Quality (TCEQ) Local Government Financial Test letter from Chief Financial Officer (Attachment A)
  Agreed-Upon Procedure services for the Equitable Sharing Annual Certification Report (Federal Seized Funds) and Chapter 59 Asset Forfeiture Report By Law Enforcement (State Seized Funds) (Attachments B and C)

Midland Development Corporation (MDC) for the year ended September 30, 2025

- Financial Statement Audit

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Engagement Fees

The fees for our services are included in Attachment D. As noted in Attachment D, our fees include travel costs and fees for service from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services and assistance with new standards.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than two major federal awards programs

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences,* is effective for fiscal years beginning after December 15, 2023. Early application is encouraged.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 101, including:
  - Assisting with information gathering by reviewing current leave programs and policies
  - Discussing potential calculation methods
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101
  - Documenting any changes from previous compensated absence calculations methodologies
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement,** and **Terms and Conditions Addendum,** on behalf of **City of Midland, Texas**.

BY _____
Tommy Gonzalez, City Manager
tgonzalez@midlandtexas.gov

DATE _____

BY _____
Christy Weakland, Director of Finance
cweakland@midlandtexas.gov

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entities:

City of Midland, Texas as of and for the year ended September 30, 2025
Midland Development Corporation as of and for the year ended September 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards
- Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (PFC Guide) that are applicable to the City's Passenger Facility Charge Program (PFC)
- Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to the PFC Program
- Issuing a report on your schedule of PFC Revenues and Disbursements

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information (introductory and statistical sections) included in the annual comprehensive financial report. The other information comprises the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund financial statements and schedules, schedule of expenditures of federal awards, and schedule of passenger facility charge revenue and disbursements ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the City's annual comprehensive financial report (ACFR)
- Preparing a draft of the MDC's financial statements and related notes
- Proposing for your review and approval the adjusting entries to convert your modified accrual accounting statements to full accrual-basis accounting statements. Management is responsible for the propriety of the adjustments
- Proposing for your review and approval the year-end entries related to Governmental Accounting Standards Board Statements No. 68, 75, 87, 94, and 96. Management is responsible for the propriety of the adjustments
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards, and schedule of passenger facility charge revenue and disbursements and related notes to the schedules

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Lauren Stamey, Director, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	**Party Name**
City of Midland, Texas	The Honorable Mayor, City Council, and City Manager
Midland Development Corporation	Board of Directors

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entities complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

- The audit of compliance with the types of compliance requirements described in the PFC Guide applicable to the City's PFC Program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on the PFC program occurred.

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

We will make reference to the audit of Midland Firemen's Relief and Retirement Fund (MFRRF) in our report on your financial statements.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures

- Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
- Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
- Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
- Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Scope of Services – Agreed-Upon Procedure Services

We will apply the procedures enumerated in the attachment to this contract to the following:

Texas Commission of Environmental Quality (TCEQ)

We will apply the procedures enumerated in the attachment to this contract to the Texas Commission of Environmental Quality (TCEQ) Local Government Financial Test Letter from Chief Financial Officer (Letter) of the City as of and for the year ended September 30, 2024. The management of the City is responsible for the TCEQ Letter and related compliance.

The City has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose of satisfying the compliance requirements of Texas Administrative Code: Title 30, Part I, Chapter 37, Subchapter C, Rule 37.271, Paragraph (3)(C) “a report to the local government from the local government's independent CPA.” Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Equitable Sharing Annual Certification Report (Federal Seized Funds) and Chapter 59 Asset Forfeiture Report By Law Enforcement Agency (State Seized Funds)

We will apply the procedures enumerated in the attachment to this contract to the Equitable Sharing Annual Certification Report (Federal Seized Funds) and Chapter 59 Asset Forfeiture Report By Law Enforcement (State Seized Funds) of the City as of and for the year ended September 30, 2024. The management of the City is responsible for the Federal Seized Funds and State Seized Funds Reports and related compliance.

The City has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose of evaluating management’s assertion regarding compliance with the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property reported on the Federal Seized Funds Report and State Seized Funds Report. Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

Our engagements to perform agreed-upon procedures are not designed to constitute an examination or a review of the subject matter, the objective of which is the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, the reports will not express an opinion or a conclusion on the TCEQ Letter, Federal Seized Funds Report, or State Seized Funds Report. If additional procedures were to be performed, other matters might have come to our attention. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

Rachel Ormsby, Partner, is responsible for supervising the Federal Seized Funds and State Seized Funds engagement and authorizing the signing of the report or reports. Lauren Stamey, Director, is responsible for supervising the TCEQ Letter engagement and authorizing the signing of the report or reports.

We will issue written reports upon completion of our engagements that summarizes the procedures performed, and the results of those procedures as compared to the above. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The written reports and related procedures we will perform are for the intended use of:

Entity Name	**Party Name**
City of Midland, Texas	The Honorable Mayor, City Council, and City Manager

Our report will be intended for use by and restricted to the use of the specified parties and our report will contain such restricted use language.

The following apply for the agreed-upon procedure services described above:

Our Responsibilities We will conduct our agreed-upon procedures engagements in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Limitations & Fraud Our engagements will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. Should we encounter known or suspected fraud or noncompliance with laws or regulations, we will follow the AICPA Code of Professional Conduct and applicable law to evaluate appropriate communication, if any, to the responsible parties and/or engaging parties.

You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft, caused by current or former employees, directors, owners, or third parties.

Report If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

Management Responsibilities The management of the City is responsible for the following:

- Proper recording of transactions and preparation of financial statements
- Establishing and maintaining effective internal control over financial reporting
- Setting the proper tone
- Creating and maintaining a culture of honesty and high ethical standards
- Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts

- Identifying and ensuring compliance with laws and regulations applicable to its activities
- Establishing and maintaining effective internal control over compliance
- Implementing and monitoring controls

To facilitate our engagements, management of the City is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items and for the subject matter.

Written Representations

At the conclusion of our engagements, we will request certain written representations from you that, among other things, will confirm your responsibility for the TCEQ Letter, Federal Seized Funds Report, and State Seized Funds Report.

Attachment A – Agreed-Upon Procedures

Texas Commission on Environmental Quality (TCEQ)

The procedures that we will perform are as follows:

1. Obtain the Local Government Financial Test Letter from the Chief Financial Officer (Letter) prepared by the City for the year ended September 30, 2025.
2. Recalculate the amount of current cost estimates covered by the test based on the prior year letter previously filed and the most recently available TCEQ inflation factor.
3. Review the City's Annual Comprehensive Financial Report for the year ended September 30, 2025 and note inclusion of applicable Governmental Accounting Standards Board (GASB) Statement No. 18*, Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs* disclosures.
4. Agree the sum of current cost estimates in the Bond Rating Indicator of Financial Strength section of the Letter to the amount in *Procedure 2* above.
5. Obtain copy(ies) of official statement(s) for the most recent issuance of unsecured general obligation bonds, revenue bonds, or certificates of obligation issued to the City and agree the current bond rating, name of rating service, date of issuance of bond, and date of maturity of bond to the Letter.
6. Agree the Municipal solid waste under 30 TAC Chapter 330 and 40 CFR Part 258 in the Bond Rating Indicator of Financial Strength section of the Letter to the amount in *Procedure 2* above.
7. Agree the remaining items in the environmental obligations assured by a financial test to demonstrate financial assurance under commission regulations and the CFR or state equivalent rules section of the Letter to the prior year letter.
8. Calculate the difference between the total annual revenues [total governmental funds revenues plus enterprise funds operating revenues plus enterprise funds non-operating revenues (net) plus internal service funds non-operating revenues (net)] and total annual expenditures [total governmental funds expenditures, other than capital project funds expenditures, plus enterprise funds operating expenses before depreciation plus enterprise funds non-operating expenses (net) plus internal service funds non-operating expenses (net)] as defined in section 37.271 (1) (D) of the Texas Administrative Code for the fiscal year ended September 30, 2025 and note whether the City did not operate at a deficit (total annual revenues minus total annual expenditures) equal to 5.0% or more of total annual revenues for the fiscal year ended September 30, 2025.
9. Recompute from the audited financial statements the amounts in *Procedure 8* above, the information included in Total Annual Revenue in the Bond Rating Indicator of Financial Strength in the Letter referred to above and note whether such items are in agreement.
10. Review the City's Annual Comprehensive Financial Report and determine whether the City's financial statements for the fiscal year were audited by an independent certified public accountant.
11. Review the independent certified public account report in *Procedure 10* above and determine the City did not receive an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent auditor auditing its financial statements for the fiscal year ended September 30, 2025.

Attachment B – Agreed-Upon Procedures

Equitable Sharing Annual Certification Report (Federal Seized Funds)

The procedures that we will perform are as follows:

1. Obtain the FY 2025 Equitable Sharing Agreement and Certification Report (Report) prepared by the Midland Police Department for the reporting period October 1, 2024 through September 30, 2025.
2. Compare line 1) “Beginning Equitable Sharing Fund Balance” to the prior year Report previously filed.
3. Obtain a detail of line 2) “Equitable Sharing Funds Received” and prepare a listing of funds received.
4. Agree all amounts on the detail, obtained in *Procedure 3* above, to deposit records provided by the City of Midland Police Department.
5. Obtain a detail of line 7) “Equitable Sharing Funds Spent” and prepare a schedule of expenditures by classification as presented in *Summary of Shared Funds Spent* section of the Report.
6. Obtain and agree invoices, vouchers, journal entries and other supporting documentation provided by the City of Midland Police Department to the amounts on the schedule prepared in *Procedure 5* above.

Attachment C – Agreed-Upon Procedures

Chapter 59 Asset Forfeiture Report By Law Enforcement Agency (State Seized Funds)

The procedures that we will perform are as follows:

1. Obtain the FY 2025 Chapter 59 Asset Forfeiture Report By Law Enforcement Agency (Report) prepared by the Midland Police Department for the reporting period October 1, 2024 through September 30, 2025.
2. Compare line I. A) “Beginning Balance” to the prior year Report previously filed.
3. Compare line II. A) “Beginning Balance” to the prior year Report previously filed.
4. Obtain a detail by case number of line I. B) 2) “Amount seized and transferred to the District Attorney pending forfeiture” and prepare a listing of funds seized.
5. Agree all amounts on the detail, obtained in *Procedure 4* above, to sworn affidavits and deposit records provided by the City of Midland Police Department.
6. Obtain a detail by case number of line II. B) “Amount forfeited to and received by reporting agency (including interest) during reporting period” and prepare a listing of funds forfeited.
7. Agree amounts on the detail obtained in Procedure 6 above, to distribution checks and deposit records provided by the City of Midland Police Department.
8. Obtain a detail of line II. I) “Total expenditures of forfeited funds during reporting period” and prepare a schedule of expenditures by classification as presented in Section VI of the Report.
9. Obtain and agree invoices, vouchers, journal entries and other supporting documentation provided by the City of Midland Police Department to the amounts on the schedule prepared in *Procedure 8* above.

Attachment D – Summary of Fees

Financial Statement Audit of the City in Accordance with *Government Auditing Standards*	$	240,500
Single Audit under Uniform Guidance		24,100
Audit of the financial statements of the Midland Development Corporation (MDC)		18,700
Compliance audit of the Passenger Facility Charge Program		8,700
Preparation of the draft of the City's annual comprehensive financial report (ACFR), preparation of the MDC's financial statements and related notes, preparing entries to convert modified accrual statements to full accrual basis statements, assistance with year-end entries related to Governmental Accounting Standards Board (GASB) Statements No. 68, 75, 87, 94, & 96		36,000
Annual financial assurances to Texas Commission on Environmental Quality (TCEQ)		1,500
Agreed-upon procedures related to the Equitable Sharing Annual Certification Report (Federal Seized Funds) and Chapter 59 Asset Forfeiture Report By Law Enforcement Agency (State Seized Funds)		8,800
Administrative fee		16,915
	$	355,215
Assistance with implementation of GASB Statement No. 101 and 102	$5,000 to $10,000	
Travel expenses*	$	30,000

*Travel expenses (meals, lodging, airfare, transportation, etc.) will be billed at actual but not to exceed $30,000.

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as "Business Associate") and City of Midland, Texas (hereinafter referred to as "Covered Entity").

RECITALS

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI").
The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule," that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:

   1.1. As reasonably necessary to provide the services in the Contract;

   1.2. As otherwise permitted or required by this BAA;

   1.3. As required by law; and

   1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

   2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

   2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:

   4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

   4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

   4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

   Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

   5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the

term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

i. Each individual whose unsecured PHI was subject to the breach; and

ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. **Term and Termination.**

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.
   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.
3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.

11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.

18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.

31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

City Council Meeting

Item Number: 6

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Jamie Barton,

Subject: **RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND, TEXAS, REGARDING INVESTMENTS OF PUBLIC FUNDS; ADDING CHRIS HAYES, TREASURY MANAGER, AND GERRY ADKINS, COMPTROLLER, AS AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND ON THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, TEXPOOL/TEXPOOL PRIME; AND CHRISTY WEAKLAND, CHRIS HAYES, AND GERRY ADKINS SHALL BE AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

The Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

Authorized representatives of the City must be approved by City Council to transmit funds for investment, withdraw funds, issue letters of instruction, and take all other actions deemed necessary or appropriate for the investment of local funds.

Due to personnel changes, two new representatives need to be added to the City of Midland investment accounts.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no funding associated with this council item.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City of Midland may, by amending resolution signed by the City of Midland, add an Authorized Representative, provided that the additional Authorized Representative is an officer, employee, or agent of the City of Midland. The new authorized representatives are:

Chris Hayes
Treasury Manager
Phone Number 432-685-4053
Fax Number 432-685-7223
chayes@midlandtexas.gov

Gerry Adkins
Comptroller
Phone Number 432-685-7218
Fax Number 432-685-7223
gadkins@midlandtexas.gov

Christy Weakland
Director of Finance
Phone Number 432-685-7210
Fax Number 432-685-7223
cweakland@midlandtexas.gov

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND, TEXAS, REGARDING INVESTMENTS OF PUBLIC FUNDS; ADDING CHRIS HAYES, TREASURY MANAGER, AND GERRY ADKINS, COMPTROLLER, AS AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND ON THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, TEXPOOL/TEXPOOL PRIME; AND CHRISTY WEAKLAND, CHRIS HAYES, AND GERRY ADKINS SHALL BE AUTHORIZED REPRESENTATIVES OF THE CITY OF MIDLAND

WHEREAS, the City of Midland, Texas, is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Midland to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act;

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

SECTION ONE. That the individuals identified in Section Four of this Resolution whose signatures appear on this Resolution are Authorized Representatives of the City of Midland and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION TWO. That an Authorized Representative of the City of Midland may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no

longer require access to the City's TexPool/Texpool Prime account or (2) is no longer employed by the City.

SECTION THREE. That the City of Midland may, by amending resolution signed by the City of Midland, add an Authorized Representative, provided that the additional Authorized Representative is an officer, employee, or agent of the City of Midland.

SECTION FOUR. That the Authorized Representatives of the City of Midland are:

Christy Weakland
Director of Finance
Phone Number 432-685-7210
Fax Number 432-685-7223
cweakland@midlandtexas.gov;

Chris Hayes
Treasury Manager
Phone Number 432-685-4053
Fax Number 432-685-7223
chayes@midlandtexas.gov; and

Gerry Adkins
Comptroller
Phone Number 432-685-7218
Fax Number 432-685-7223
gadkins@midlandtexas.gov.

SECTION FIVE. That Chris Hayes will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

SECTION SIX. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Midland, and until TexPool Participant Services receives a copy of any such amendment or revocation.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

City Council Meeting

Item Number: 7

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD STARCRAFT ALLSTAR – E350 SHUTTLE BUSES FROM MODEL 1 COMMERCIAL VEHICLES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $255,734.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE (DISTRICT 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution approving the purchase of two (2) Starcraft Allstar – E350 from Model 1 Commercial Vehicles through HGAC contract BT01-21 for a cost of $255,734.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Airport unappropriated fund balance and will be appropriated to a project for this purpose.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Airport Department is recommending the purchase of two (2) Starcraft Allstar – E350 from Model 1 Commercial Vehicles through HGAC contract BT01-21. We are members of the HGAC Program cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Midland International Air & Space Port plans to purchase two fully equipped 22' shuttle buses for $255,734 to provide accessible, efficient passenger transport between the new remote P6 parking lot and the terminal, ensuring comfort, ADA compliance, and reduced travel delays. Please see the attached memo from Michael Carrillo, Assistant Director of Administration, for additional information.

Therefore, please consider a resolution approving the purchase of two (2) Starcraft Allstar – E350 from Model 1 Commercial Vehicles through HGAC contract BT01-21 for a cost of $255,734.00.

Morris Williams Jr.

City Manager's Office

DATE: 08/13/2025

TO: Purchasing

FROM: Michael Carrillo, Assistant Director of Administration

SUBJECT: Shuttle Buses

Midland International Air & Space Port plans to purchase two 22' Starcraft Allstar – E350 shuttle buses to support passenger transport needs once the new P6 parking lot is completed. Currently, the airport does not operate any shuttle buses, and with the addition of this remote lot, dedicated transportation will be essential to move passengers quickly and comfortably between parking areas and the terminal. Without these vehicles, travelers using P6 would face longer walking distances and potential delays, especially during peak travel times or inclement weather.

The new buses will provide comfortable, accessible, and efficient service, with features such as wheelchair lifts, upgraded seating, luggage racks, perimeter seating with LED lighting, and a larger 40" passenger entrance door. These enhancements will ensure the service meets ADA requirements while improving the overall passenger experience. At a total cost of $255,734, including delivery and upgrades, this purchase represents a necessary step in preparing for expanded parking operations and maintaining high service standards for airport patrons.

Sincerely,

Michael Carrillo

Michael Carrillo

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD STARCRAFT ALLSTAR – E350 SHUTTLE BUSES FROM MODEL 1 COMMERCIAL VEHICLES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $255,734.00; AND APPROPRIATING FUNDS FOR SAID PURCHASE

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Model 1 Commercial Vehicles has submitted a total proposed cost to the City of $255,734.00 for the purchase of two (2) Ford Starcraft Allstar - E350 shuttle buses through H-GAC, as shown on the quote that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Model 1 Commercial Vehicles for said shuttle buses to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said shuttle buses from Model 1 Commercial Vehicles through H-GAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase two (2) Ford Starcraft Allstar - E350 shuttle buses from Model 1 Commercial Vehicles through H-GAC for a total cost of $255,734.00.

SECTION TWO. Funding is available in the Airport unappropriated fund balance and shall be appropriated to a project established by the City of Midland Finance Department.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Model 1 Commercial Vehicles for said shuttle buses upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Purchases\HGAC – Shuttle Buses

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	BT01-21	Date Prepared:	8/12/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Midland, TX (Midland Intl. Airport)	Contractor:	Model 1 Commercial Vehicles
Contact Person:	Nick Krakovec	Prepared By:	Brent Roy
Phone:	432-560-2200	Phone:	682-808-9830
Fax:		Fax:	
Email:	nkrakovec@midlandtexas.gov	Email:	broy@model1.com

Product Code:	ZCA	Description:	22' Starcraft Allstar - E350

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 115,998

B. Published Options – Itemize below – Attach additional sheet(s) if necessary – Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CB01-003 Heavy Duty Driver's running board	$449.00		
CB08--001 Front Illuminated sign (no lettering)	$449.00		
CB14-001 Drivers storage in cab overhead	$171.00		
CB14-011 Interior luggage rack w/shelves	$1,272.00		
CB09-016 Vinyl cover for wheelchair lift - Braun	$449.00		
CB17-001 Freedman Shield recliner driver's seat - upgrade	$979.00		
CB17-015 Level 3 fabric upgrade on driver's seat	$99.00		
CB17-057 Level 3 fabric upgrade on all passenger seats	$689.00		
CB17-033 Upgrade 1 single seat to Freedman flip seat	$966.00		
CB17-034 Upgrade 2 double seats to double flip seats	$2,620.00		
CB11-003 Grab rail parallel to entrance steps-both sides	$162.00	Subtotal From Additional Sheet(s):	0
		Subtotal B:	8305

C. Unpublished Options – Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to 40" passenger entrance door	$710.00		
Boxed in perimeter seating w/kick panel LED lights	$1,180.00	Subtotal From Additional Sheet(s):	0
		Subtotal C:	1890

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	126193	=	Subtotal D:	252386

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight from Indiana Factory to Model 1 - Duncan OK	1760		
Delivery fee from Model 1 to Midland	988		
		Subtotal F:	2748

Delivery Date:		G. Total Purchase Price (D+E+F):	255734

Exhibit A

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	BT01-21	Date Prepared:	8/12/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Midland, TX (Midland Intl. Airport)	Contractor:	Model 1 Commercial Vehicles
Contact Person:	Nick Krakovec	Prepared By:	Brent Roy
Phone:	432-560-2200	Phone:	682-808-9830
Fax:		Fax:	
Email:	nkrakovec@midlandtexas.gov	Email:	broy@model1.com

Product Code:	ZCA	Description:	22' Starcraft Allstar - E350

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 115,998

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CB01-003 Heavy Duty Driver's running board	$449.00		
CB08--001 Front Illuminated sign (no lettering)	$449.00		
CB14-001 Drivers storage in cab overhead	$171.00		
CB14-011 Interior luggage rack w/shelves	$1,272.00		
CB09-016 Vinyl cover for wheelchair lift - Braun	$449.00		
CB17-001 Freedman Shield recliner driver's seat - upgrade	$979.00		
CB17-015 Level 3 fabric upgrade on driver's seat	$99.00		
CB17-057 Level 3 fabric upgrade on all passenger seats	$689.00		
CB17-033 Upgrade 1 single seat to Freedman flip seat	$966.00		
CB17-034 Upgrade 2 double seats to double flip seats	$2,620.00		
CB11-003 Grab rail parallel to entrance steps-both sides	$162.00	Subtotal From Additional Sheet(s):	0
		Subtotal B:	8305

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to 40" passenger entrance door	$710.00		
Boxed in perimeter seating w/kick panel LED lights	$1,180.00	Subtotal From Additional Sheet(s):	0
		Subtotal C:	1890

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	126193	=	Subtotal D:	252386

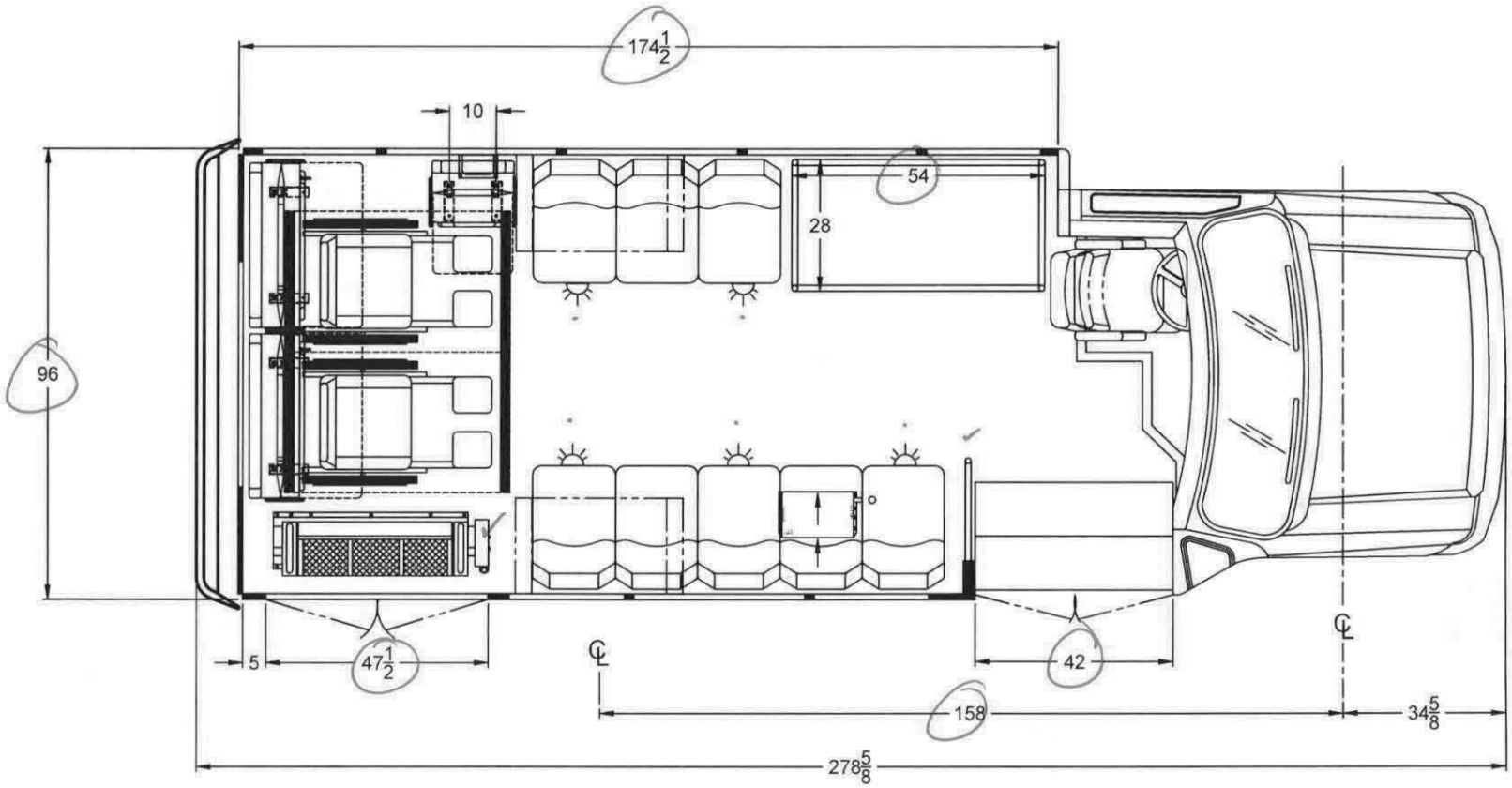
E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

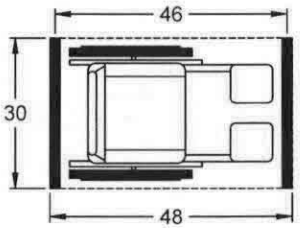
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight from Indiana Factory to Model 1 - Duncan OK	1760		
Delivery fee from Model 1 to Midland	988		
		Subtotal F:	2748

Delivery Date: | **G. Total Purchase Price (D+E+F):** 255734

Exhibit A





123661- 123685B

DEALER APPROVAL

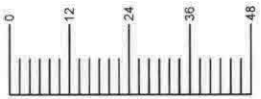
☐ APPROVED

CUSTOMER SIGNATURE

NOTE: SHOWN WITH LOW BACK FREEDMAN SEATS
E-350 12,500 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

KICK PANEL LIGHTS.

SCALE IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF FOREST RIVER BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR BIDDING PURPOSES WITHOUT OUR WRITTEN CONCENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO FOREST RIVER BUS, A DIVISION OF FOREST RIVER.

REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD	OTHER
± 1/8"	± 1/16"
± 1°	± 1/2°

FOREST RIVER BUS

TITLE: 8 2 WC 158" WB 163 BDY MODEL 22

NAME LGINGERICH DATE: 06/15/23

DWG. No. 8 2 WC 2 DB FLIPS 1 SNG FLIP 54 INT LUG 158 163 FRB

City Council Meeting

Item Number: 8

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT TO TEC EXCAVATION, INC., FOR THE AIRPORT WASTEWATER LIFT STATION REPLACEMENT PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,631,900.00; APPROVING $244,785.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution authorizing the execution of a contract with TEC Excavation, Inc. for the Airport Wastewater Lift Station Replacement Project for a cost of $1,631,900.00, approving $244,785.00 contingencies for a total cost of $1,876,685.00 and transferring and appropriating funds; and authorizing payment for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water & Sewer CIP Bond Fund and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for the Airport Wastewater Lift Station Replacement Project. One hundred twenty-six (126) bid requests were issued. We received six (6) bids. Staff recommends awarding the contract to the apparent low bidder, TEC Excavation Inc. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution execution of a contract with TEC Excavation, Inc. for the Airport Wastewater Lift Station Replacement Project for a cost of $1,631,900.00, approving $244,785.00 contingencies for a total cost of $1,876,685.00 and transferring and appropriating funds; and authorizing payment.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

INTEROFFICE MEMORANDUM
To: Erika Martinez, Purchasing Manager
From: Carl Craigo, PE
Date: 5/2/2025

To: Purchasing
From: Carl Craigo, Utilities Director
Date: 8/4/2025

Subject: Council Award Recommendation – Airport Wastewater Lift Station Replacement

The Utilities Department recommends that Purchasing bring forward for City Council approval the award of the Airport Wastewater Lift Station Replacement project to **TEC Excavation, Inc.**, who submitted the lowest responsible base bid in the amount of **$1,631,900.00**.

A **15% contingency** in the amount of **$244,785.00** is requested to cover unforeseen conditions and necessary field adjustments, bringing the total requested authorization to **$1,876,685.00**.

The existing lift station is well past its useful life and requires full replacement to maintain reliable wastewater service to the Airport system. This project will be funded using existing Certificates of Obligation (CO) funds previously allocated for capital improvements.

Please proceed with placing this item on the City Council agenda for formal consideration and approval.

Let me know if any additional documentation is needed.

Sincerely,
Carl Craigo, PE
Utilities Director

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO TEC EXCAVATION, INC., FOR THE AIRPORT WASTEWATER LIFT STATION REPLACEMENT PROJECT FOR THE UTILITIES DEPARTMENT FOR THE AMOUNT OF $1,631,900.00; APPROVING $244,785.00 FOR CONTINGENCIES; AND APPROPRIATING AND TRANSFERRING FUNDS

WHEREAS, the City Manager approved plans and specifications and authorized advertisement for bids for the Airport Wastewater Lift Station Replacement Project; and

WHEREAS, bids were opened on July 23, 2025, with the lowest responsible bid being submitted by TEC Excavation, Inc., for the amount of $1,631,900.00 as shown on the bid tabulation attached hereto as Exhibit "A", which is incorporate herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by TEC Excavation, Inc., for the Airport Wastewater Lift Station Replacement Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with TEC Excavation, Inc., for the Airport Wastewater Lift Station Replacement Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $244,785.00 for contingencies;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the amount of $1,631,900.00 with TEC Excavation, Inc., for the Airport Wastewater Lift Station Replacement Project. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $244,785.00 for contingencies is hereby approved.

SECTION THREE. That funding is available in the Water & Sewer CIP Bond Fund and shall be appropriated and transferred to a project established by the City of Midland Finance Department.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay TEC Excavation, Inc., in accordance with the provisions of the above-referenced contract from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

S:\Resolutions\Purchase\2025\Contracts\Award Contract – Airport Wastewater Lift Station Replacement Project

APPROVED AS TO FORM ONLY:

_____

Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Award Contract – Airport Wastewater Lift Station Replacement Project

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Airport Lift Station Replacement, City of Midland, Texas

BIDS RECEIVED: 7/23/2025

PE Firm Registration No. 1151

			BASE BID	TEC Excavation, Inc.		Edgardo Madrid & Associates, LLC		M5 Utilities, LLC	
Item No.	**Quantity**	**Unit**	**Item**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
1	1	LS	Mobilization, bonds & insurance	$ 67,500.00	$ 67,500.00	$ 79,850.00	$ 79,850.00	$ 93,575.38	$ 93,575.38
2	1	LS	Demolition of existing lift station & complete site preparation	$ 85,000.00	$ 85,000.00	$ 88,000.00	$ 88,000.00	$ 136,161.29	$ 136,161.29
3	1	LS	Concrete slab, concrete reinforcement	$ 54,500.00	$ 54,500.00	$ 74,690.00	$ 74,690.00	$ 75,169.65	$ 75,169.65
4	1	LS	New Lift Station	$ 918,000.00	$ 918,000.00	$ 829,400.00	$ 829,400.00	$ 757,588.04	$ 757,588.04
5	1	LS	Valves, valve vault	$ 69,500.00	$ 69,500.00	$ 88,000.00	$ 88,000.00	$ 257,895.83	$ 257,895.83
6	1	LS	Site piping	$ 55,900.00	$ 55,900.00	$ 25,300.00	$ 25,300.00	$ 114,701.02	$ 114,701.02
7	1	LS	Chain link security fence, gates	$ 11,000.00	$ 11,000.00	$ 27,500.00	$ 27,500.00	$ 20,890.77	$ 20,890.77
8	1	LS	5' diameter fiberglass manhole	$ 20,500.00	$ 20,500.00	$ 22,847.00	$ 22,847.00	$ 55,666.26	$ 55,666.26
9	1	LS	18" SDR-26 PVC gravity sewer line	$ 14,500.00	$ 14,500.00	$ 25,300.00	$ 25,300.00	$ 24,579.85	$ 24,579.85
10	1	LS	1" water service line & non-freeze hose bib	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 33,371.00	$ 33,371.00
11	1	LS	Electrical work	$ 230,000.00	$ 230,000.00	$ 273,600.00	$ 273,600.00	$ 247,690.28	$ 247,690.28
12	1	LS	Owner's allowance	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID PRICE (Items 1 thru 12)					**$ 1,631,900.00**		**$ 1,639,987.00**		**$ 1,917,289.37**

			BASE BID	3S Services, LLC		L Howard Construction		MH Civil Contractors, Inc.	
Item No.	**Quantity**	**Unit**	**Item**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
1	1	LS	Mobilization, bonds & insurance	$ 140,000.00	$ 140,000.00	$ 122,626.00	$ 122,626.00	$ 120,000.00	$ 120,000.00
2	1	LS	Demolition of existing lift station & complete site preparation	$ 260,540.00	$ 260,540.00	$ 263,063.00	$ 263,063.00	$ 350,000.00	$ 350,000.00
3	1	LS	Concrete slab, concrete reinforcement	$ 425,891.00	$ 425,891.00	$ 63,063.00	$ 63,063.00	$ 140,000.00	$ 140,000.00
4	1	LS	New Lift Station	$ 425,780.00	$ 425,780.00	$ 1,066,555.00	$ 1,066,555.00	$ 1,320,000.00	$ 1,320,000.00
5	1	LS	Valves, valve vault	$ 27,100.00	$ 27,100.00	$ 59,172.00	$ 59,172.00	$ 70,000.00	$ 70,000.00
6	1	LS	Site piping	$ 197,320.00	$ 197,320.00	$ 44,349.00	$ 44,349.00	$ 170,000.00	$ 170,000.00
7	1	LS	Chain link security fence, gates	$ 16,000.00	$ 16,000.00	$ 18,818.00	$ 18,818.00	$ 40,000.00	$ 40,000.00
8	1	LS	5' diameter fiberglass manhole	$ 42,560.00	$ 42,560.00	$ 61,880.00	$ 61,880.00	$ 40,000.00	$ 40,000.00
9	1	LS	18" SDR-26 PVC gravity sewer line	$ 36,500.00	$ 36,500.00	$ 65,481.00	$ 65,481.00	$ 30,000.00	$ 30,000.00
10	1	LS	1" water service line & non-freeze hose bib	$ 17,800.00	$ 17,800.00	$ 17,707.00	$ 17,707.00	$ 20,000.00	$ 20,000.00
11	1	LS	Electrical work	$ 412,601.00	$ 412,601.00	$ 692,441.00	$ 692,441.00	$ 250,000.00	$ 250,000.00
12	1	LS	Owner's allowance	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
TOTAL BASE BID PRICE (Items 1 thru 12)					**$ 2,102,092.00**		**$ 2,575,155.00**	**	**$ 2,650,000.00**

**** Due to calculation error, MH Civil Constructors, Inc.'s base bid is higher than what was read aloud in the Bid Opening.**

I, SAGE DILLER, P.E., #96645, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

STATE OF TEXAS
SAGE DILLER
96645
LICENSED
PROFESSIONAL ENGINEER

SAGE DILLER, P.E., #96645

7/24/2025

Exhibit "A"

1 of 1

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Airport Lift Station Replacement, City of Midland, Texas

BIDS RECEIVED: 7/23/2025

PE Firm Registration No. 1151

			BASE BID	TEC Excavation, Inc.		Edgardo Madrid & Associates, LLC		M5 Utilities, LLC	
Item No.	**Quantity**	**Unit**	**Item**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
1	1	LS	Mobilization, bonds & insurance	$ 67,500.00	$ 67,500.00	$ 79,850.00	$ 79,850.00	$ 93,575.38	$ 93,575.38
2	1	LS	Demolition of existing lift station & complete site preparation	$ 85,000.00	$ 85,000.00	$ 88,000.00	$ 88,000.00	$ 136,161.29	$ 136,161.29
3	1	LS	Concrete slab, concrete reinforcement	$ 54,500.00	$ 54,500.00	$ 74,690.00	$ 74,690.00	$ 75,169.65	$ 75,169.65
4	1	LS	New Lift Station	$ 918,000.00	$ 918,000.00	$ 829,400.00	$ 829,400.00	$ 757,588.04	$ 757,588.04
5	1	LS	Valves, valve vault	$ 69,500.00	$ 69,500.00	$ 88,000.00	$ 88,000.00	$ 257,895.83	$ 257,895.83
6	1	LS	Site piping	$ 55,900.00	$ 55,900.00	$ 25,300.00	$ 25,300.00	$ 114,701.02	$ 114,701.02
7	1	LS	Chain link security fence, gates	$ 11,000.00	$ 11,000.00	$ 27,500.00	$ 27,500.00	$ 20,890.77	$ 20,890.77
8	1	LS	5' diameter fiberglass manhole	$ 20,500.00	$ 20,500.00	$ 22,847.00	$ 22,847.00	$ 55,666.26	$ 55,666.26
9	1	LS	18" SDR-26 PVC gravity sewer line	$ 14,500.00	$ 14,500.00	$ 25,300.00	$ 25,300.00	$ 24,579.85	$ 24,579.85
10	1	LS	1" water service line & non-freeze hose bib	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 33,371.00	$ 33,371.00
11	1	LS	Electrical work	$ 230,000.00	$ 230,000.00	$ 273,600.00	$ 273,600.00	$ 247,690.28	$ 247,690.28
12	1	LS	Owner's allowance	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
			TOTAL BASE BID PRICE (Items 1 thru 12)		**$ 1,631,900.00**		**$ 1,639,987.00**		**$ 1,917,289.37**

			BASE BID	3S Services, LLC		L Howard Construction		MH Civil Contractors, Inc.	
Item No.	**Quantity**	**Unit**	**Item**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**	**Unit Cost**	**Amount**
1	1	LS	Mobilization, bonds & insurance	$ 140,000.00	$ 140,000.00	$ 122,626.00	$ 122,626.00	$ 120,000.00	$ 120,000.00
2	1	LS	Demolition of existing lift station & complete site preparation	$ 260,540.00	$ 260,540.00	$ 263,063.00	$ 263,063.00	$ 350,000.00	$ 350,000.00
3	1	LS	Concrete slab, concrete reinforcement	$ 425,891.00	$ 425,891.00	$ 63,063.00	$ 63,063.00	$ 140,000.00	$ 140,000.00
4	1	LS	New Lift Station	$ 425,780.00	$ 425,780.00	$ 1,066,555.00	$ 1,066,555.00	$ 1,320,000.00	$ 1,320,000.00
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8	1	LS	5' diameter fiberglass manhole	$ 42,560.00	$ 42,560.00	$ 61,880.00	$ 61,880.00	$ 40,000.00	$ 40,000.00
9	1	LS	18" SDR-26 PVC gravity sewer line	$ 36,500.00	$ 36,500.00	$ 65,481.00	$ 65,481.00	$ 30,000.00	$ 30,000.00
10	1	LS	1" water service line & non-freeze hose bib	$ 17,800.00	$ 17,800.00	$ 17,707.00	$ 17,707.00	$ 20,000.00	$ 20,000.00
11	1	LS	Electrical work	$ 412,601.00	$ 412,601.00	$ 692,441.00	$ 692,441.00	$ 250,000.00	$ 250,000.00
12	1	LS	Owner's allowance	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
			TOTAL BASE BID PRICE (Items 1 thru 12)		**$ 2,102,092.00**		**$ 2,575,155.00**	**	**$ 2,650,000.00**

**** Due to calculation error, MH Civil Constructors, Inc.'s base bid is higher than what was read aloud in the Bid Opening.**

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STATE OF TEXAS
SAGE DILLER
96645
LICENSED
PROFESSIONAL ENGINEER

SAGE DILLER, P.E., #96645

7/24/2025

CITY OF
MIDLAND, TEXAS

PROJECT MANUAL

FOR

AIRPORT LIFT STATION REPLACEMENT

JUNE 2025

Enprotec | Hibbs & Todd

Enprotec | Hibbs & Todd • 402 Cedar Street • Abilene, Texas 79601 • T (325) 698-5560 • F (325) 690-3240 • www. e-ht.com
Abilene I Lubbock I Granbury • PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10014300

CITY OF MIDLAND, TEXAS

PROJECT MANUAL

FOR

AIRPORT LIFT STATION REPLACEMENT

JUNE 2025

Divisions 0, 1, 2, 3, 11

STATE OF TEXAS
SAGE DILLER
96645
LICENSED
PROFESSIONAL ENGINEER

6/13/2025

Sage Diller, P.E.
Enprotec / Hibbs & Todd, Inc.

Division 16

STATE OF TEXAS
JOHN W. GILROY, JR.
112871
LICENSED
PROFESSIONAL ENGINEER

6/13/2025

John W. Gilroy, Jr., P.E.
Baird, Gilroy & Dixon, LLC
Firm Registration No. 16575

Enprotec | Hibbs & Todd

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CITY OF MIDLAND
AIRPORT LIFT STATION REPLACEMENT
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00030 - Advertisement for Bids
Notice to Bidders
General Conditions of Bidding
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00300 - Bid Form
Standard Purchasing Terms
Bid Bond
Non-Collusion Statement
Contract
Exhibit C: Bonding Requirements
Exhibit D: Heavy & Highway Wage Rates
Exhibit D: Building Wage Rates
Performance Bond
Payment Bond
00700 - General Conditions
Conflict of Interest Reporting Requirements
Conflict of Interest Questionnaire
Consideration of Location of Bidder's Principal Place of Business
A Message for our Vendors

NOTE: Forms and documents not identified by a Section Number are Midland-specific and have been provided by the City of Midland.

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CITY OF MIDLAND
AIRPORT LIFT STATION REPLACEMENT
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16120 600 Volt Building Wire and Cable
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16131 Device, Pull and Junction Boxes
16140 Wiring Devices
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16170 Grounding and Bonding
16190 Supporting Devices
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16401 Electric Service
16470 Panelboards
16475 Overcurrent Protective Devices
16482 Motor Control Centers (600-V or Less)
16510 Lighting Fixtures
16950 Control Panels

APPENDIX
Appendix 1 Boring Log

BID DOCUMENTS

ADVERTISEMENT

CITY OF MIDLAND
AIRPORT LIFT STATION REPLACEMENT

The City of Midland (Owner) is requesting Bids for the construction of the following Project:

City of Midland, Texas
Airport Lift Station Replacement

Bids for the construction of the Project to be delivered to the Owner at the following address:

City of Midland **Attn: City Secretary's Office** **300 N. Loraine, Suite 330** **Midland, Texas 79701**	**OR**	**City of Midland** **Attn: City Secretary's Office** **P O Box 1152** **Midland, Texas 79702**

Bids must be received at the designated location no later than _____ **p.m. on** _____**, 2025**.

Bid Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Bid Documents, including addenda, if any, obtained from sources other than the Issuing Office.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

Owner: City of Midland
By: Marcia Bentley-German
Title: City Secretary
Date Issued: _____, 2025

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted as specified in the procurement document(s).

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, 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.

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Bidder* – The individual or entity who submits a Bid directly to OWNER.

B. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders. The Issuing Office for this project is:

City of Midland
Attn: City Secretary's Office
300 North Loraine, 3rd Floor
Midland, Texas 79701

C. *Successful Bidder*--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 10.0 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot

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totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be held.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

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5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).

   a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document and can be found in:

      Appendix 1 – Geotechnical Bore Log

   b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

   c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

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d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

B. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is recommended to visit the Site and conduct a thorough visual examination of the Site and adjacent areas.

B. All access to the Site must be coordinated through the Owner or Engineer. Bidder must conduct the Site visit during normal working hours.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for

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such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. Enprotec / Hibbs & Todd, Inc.
Sage Diller, P.E.
sage.diller@e-ht.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's

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damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

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A. Lift Station.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

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12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 *Allowances*

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

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14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

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18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

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On-line responses will not be allowed for this solicitation.

Delivery of Submittals: Bid packets must be received in the City Secretary's Office no later than designated bid date and time. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The deadline for submitting additional questions is 72 working hours before the bid opening date. Questions submitted before the Noon deadline will be included in the Addendum. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Midland, Texas**
Office of the City Secretary
300 North Loraine, 3rd Floor
Midland, Texas 79701

Project Name: Airport Lift Station Replacement
Project Number: 7298

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID

3.01 *Lump Sum Price Bids*

A. Bidder will perform the following Work at the indicated lump sum prices:

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STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

3. TITLE & RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. PLACE OF DELIVERY - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. INVOICES - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. GRATUITIES - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent or representative of the Seller, to any officer or employee of the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

10. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. CANCELLATION - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. TERMINATION - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. FORCE MAJEURE - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. ASSIGNMENT - DELEGATION - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. MODIFICATIONS - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

18. ADVERTISING - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. **INSURANCE –**

The following provisions apply unless the agreement is for the supply of goods only:

Seller shall at all times during the term of this agreement 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
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner 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 work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement 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 City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

26. GOVERNING LAW AND VENUE - This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas.

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. 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. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. 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, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer'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.

32. <u>ATTORNEY FEES</u> - BY EXECUTING THIS AGREEMENT, SELLER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE BUYER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE SELLER SPECIFICALLY AGREES THAT IF THE SELLER 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, THE SELLER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED.

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. 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 laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

CONTRACT DOCUMENTS

THE CITY OF MIDLAND

CONTRACT

Contract No. 25005950

THIS CONTRACT, effective the 27th day of August 2025, by and between the City of Midland, hereinafter referred to as "CITY", and TEC Excavation, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 1,631,900.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the Airport Lift Station replacement project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Carl Craigo or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND**

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 210 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. 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 Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding $25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract 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 shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto 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 work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract 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 City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein 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 is the sole responsibility of COMPANY.

21. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. **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 Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and 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; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision to the contrary, COMPANY's failure to comply with the requirements of this Section 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

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that 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 Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract 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 Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of TEC Excavation, Inc, 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 _____, 2025.

_____
Notary Public, State of _____

Exhibit 'A'

STATEMENT OF BIDDERS QUALIFICATIONS

ALL QUESTIONS MUST BE ANSEWERED AND THE DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE. IF NECESSSARY, QUESTIONS MAY BE ANSWERED ON SEPARATE ATTACHED SHEETS. THE BIDDER MAY SUBMIT ANY ADDITIONAL INFORMATION HE DESIRES.

NAME OF BIDDER: TEC EXCAVATION, INC. DATE ORGANIZED: August-01

ADDRESS: P.O. BOX 80455 MIDLAND, TX 79708

NUMBER OF YEARS IN CONTRACTING BUSINESS UNDER PRESENT NAME: 24

CONTRACTS ON HAND: SEE ATTACHED

TYPE OF WORK PERFORMED BY YOUR COMPANY: WATER, WASTEWATER & STORM DRAIN

HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO

HAVE YOU EVER DEFAULTED ON A CONTRACT? NO

LIST THE MOST RECENTLY COMPLETED PROJECTS BY YOUR FIRM: SEE ATTACHED

MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT: SEE ATTACHED

ATTACH RESUMES FOR THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING THE OFFICERS AS WELL AS THE PROPOSED SUPERINTENDENT FOR THE PROJECT.

CREDIT AVAILABLE: AMPLE BANK REFERENCE: WELLS FARGO, STEPHANIE ROTAN 432-685-5000

THE UNDERSIGNED HEREBY AUTHORIZES AND REQUESTS ANY PERSON, FIRM, OR CORPORATION TO FURNISH ANY INFORMATION REQUESTED BY THE OWNER IN VERIFICATION OF THE RECITALS COMPRISING THIS STATEMENT OF BIDDER'S QUALIFICATIONS.

EXECUTED THIS 23RD DAY OF JULY ,2025.

BY: TITLE: VICE-PRESIDENT

TYPED NAME: ERIC CLUTTER

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

CURRENT PROJECTS UNDER CONTRACT

7/23/2025

PROJECT	PROJECT DESCRIPTION	GENERAL CONTRACTOR	OWNER	CONTRACT AMOUNT	% COMPLETE
BRIARWOOD UTILITY EXT.	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 4,321,000.00	80%
PAVILLION PARK SECT. 15	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	3 CENTAVOS LLC.	$ 2,477,000.00	48%

PACKET

TEC EXCAVATION, INC.
Midland, Texas

MINUTES OF THE FIRST MEETING
OF THE BOARD OF DIRECTORS
HELD SEPTEMBER 3, 2002

Pursuant to the call of the Incorporator, and pursuant to a waiver of notice duly executed by the members of the initial Board of Directors of the Corporation, the first meeting of the Board of Directors of TEC EXCAVATION, INC., a Texas corporation, was held at 1:30 p.m. on September 3, 2002, at 901 West Texas, Midland, Texas. Robert R. Truitt, Jr. was present at the meeting and present by invitation was Terry Clutter, Eric Clutter, and Twyla Clutter.

It was determined by the members of the Board of Directors that a quorum of the initial Board of Directors was present. Therefore, it was unanimously agreed that the meeting come to order. Twyla Clutter was unanimously chosen Chairman of the meeting, and Terry Clutter was unanimously chosen to act as Secretary of the meeting. Thereafter, Twyla Clutter presided over the meeting as Chairman and the minutes were kept by Terry Clutter as Secretary.

As the first order of business, the Chairman of the meeting advised the Board of Directors that the Articles of Incorporation of the Corporation had been duly filed in the offices of the Secretary of State of Texas on August 22, 2002, and the Certificate of Incorporation of TEC EXCAVATION, INC., being Charter No. 800115297 was granted on August 22, 2002. She exhibited to the Board of Directors the Certificate of Incorporation of TEC EXCAVATION, INC., along with duplicate copy of the Articles of Incorporation. Upon motion duly made, seconded and carried, it was unanimously resolved that the Articles of Incorporation of TEC EXCAVATION, INC., be accepted and that the organization of the Corporation proceed to completion. The Secretary of the meeting was directed to cause the Certificate of Incorporation and duplicate copy of the Articles of Incorporation to be placed in the Minute Book of the Corporation.

Next, Twyla Clutter presented to the meeting a draft of proposed By-Laws for the regulation of the affairs of the Corporation which had been prepared by the Corporation's counsel at his request. The By-Laws were examined and discussed by the Board of Directors, and after full consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED, that the By-Laws presented at this meeting be adopted as and for the By-Laws of TEC EXCAVATION, INC. for the regulation of its affairs, and

FURTHER RESOLVED, that the Secretary of this meeting is instructed and directed to place the original of such By-Laws, as adopted and approved, in the Minute Book of this Corporation and to certify by his signature and the seal of the Corporation that the same are the By-Laws of TEC EXCAVATION, INC. as adopted and approved."

The Chairman then pointed out to the members of the Board that under Section 3.2 of the Corporation's By-Laws that it is the duty of the Board of Directors to fix the number of Directors which shall constitute the whole Board at a number not less than one (1) nor more than nine (9) by resolution of the Board. Therefore, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"BE IT RESOLVED, that pursuant to Section 3.2 of the By-Laws of TEC EXCAVATION, INC., the number of the Directors of the Corporation be, and the same hereby is, fixed at three (3) Directors, who shall constitute the entire Board of Directors of the Corporation."

The Chairman then called to the attention of the Board that nominations for Directors were in order. Therefore, upon motion duly made, seconded and carried, Terry Clutter, Eric Clutter, and Twyla Clutter were elected as Directors.

Then, Twyla Clutter called to the attention of the Board of Directors that it would be appropriate for the Board of Directors to nominate and elect a Chairman of the Board of Directors and called for nominations for that office. Twyla Clutter was nominated for the office of Chairman of the Board of Directors, and there were no other nominations. Upon motion duly made, seconded and carried, Twyla Clutter was unanimously elected Chairman of the Board of Directors to serve until the next annual meeting of the Board of Directors and until her successor is duly elected and qualified. Thereafter, Twyla Clutter presided as Chairman of the Board of Directors, pursuant to the By-Laws, and Terry Clutter, at the request of the Chairman, continued to keep the minutes of the meeting.

The Chairman then called to the attention of the Board of Directors that it would be appropriate for the Board of Directors to nominate and elect officers to fill the offices as specified in the By-Laws of the Corporation and called for nominations for those offices. The following named persons were nominated for the offices set forth opposite their names:

Twyla Clutter - President
Terry Clutter - Vice-Presicent and Secretary
Eric Clutter - Vice-President

There were no other nominations. On motion duly made, seconded and carried, the foregoing nominees were unanimously elected to the offices for which they had been nominated to serve until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified. Thereafter, the meeting was presided over by the Chairman Twyla Clutter, and Terry Clutter continued to keep the minutes.

The Chairman then exhibited to the Board of Directors a form of stock certificate to be issued by the Corporation as evidence of the ownership of its shares. She stated that the certificate had been examined by counsel for the Corporation and that counsel had advised that the stock certificate so exhibited conforms to all of the requirements of the laws of the State of Texas relating to stock certificates. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

> "RESOLVED, that the copy of the stock certificate presented at this meeting be adopted as and for TEC EXCAVATION, INC., as its stock certificate, and
>
> FURTHER RESOLVED, that the Secretary of the Corporation is instructed and directed to place a copy of such stock certificate, as adopted and approved, with the Minutes of this meeting as an exhibit thereto."

The Chairman then called to the attention of the Board of Directors that the By-Laws adopted at this meeting provide that the fiscal and accounting year of the Corporation is to be selected by the Board of Directors. A discussion followed, and after consideration and discussion, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

> "BE IT RESOLVED that the fiscal and accounting year of TEC EXCAVATION, INC. be, and hereby is, a year ending December 31st."

The Chairman then exhibited to the Board of Directors as the next item of business a form of seal to be used by the Corporation as its corporate seal. She stated that the seal had been examined by counsel for the Corporation and that counsel had advised that the seal so exhibited conforms to all the requirements of the laws of the State of Texas relating to seals of corporations. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

> "RESOLVED, that the form of the seal presented at this meeting be adopted as and for TEC EXCAVATION, INC. as its seal, and

"FURTHER RESOLVED, that the Secretary of the Corporation is instructed and directed to place a form of such seal, as adopted and approved, with the Minutes of this meeting as an exhibit thereto."

The Chairman then called to the attention of the Board of Directors that it would be appropriate for the Corporation to choose and designate a depository for its funds, as well as the persons to draw upon those funds. After consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED that the funds of TEC EXCAVATION, INC. be deposited in the Community National Bank, Midland, Texas, with Terry Clutter, Eric Clutter, and Twyla Clutter authorized to draw on such account and that counter-parts of the printed resolutions acceptable to such banks be completed and executed at this meeting, and be and constitute resolutions of this Corporation and of the Board of Directors thereof as fully to all intents and purposes as though the same were set forth at length herein, and

FURTHER RESOLVED, that each such printed resolution be, and the same hereby are, duly adopted by the Board of Directors of this Corporation as resolutions of such Board."

The Secretary was again instructed to deliver to the Community National Bank, for their records, completed and executed copies of the printed resolutions adopted by the Board of Directors at this meeting as soon as the same may be accomplished.

The Chairman also pointed out that it was her opinion that it would be necessary, from time to time, for the Corporation to borrow funds for use in its business. After consideration and discussion, upon motion duly made, seconded and carried, the following resolutions were unanimously adopted by the Board of Directors:

"RESOLVED, that the signature of Terry Clutter, Eric Clutter, and Twyla Clutter is required to borrow funds for, on behalf of and in the name of the Corporation from Community National Bank, Midland, Texas in unlimited amounts.

FURTHER RESOLVED, that the counter-parts of the printed resolutions acceptable to such bank in connection with the making of loans therefrom be completed and executed at this meeting, be attached to the Minutes thereof, and be and constitute resolutions of this Corporation and of the Board of Directors thereof as fully to all intents and purposes as though the same were set forth at length therein, and

FURTHER RESOLVED, that each such printed resolutions be, and the same hereby are, duly adopted by the Board of Directors of this Corporation as resolutions of such Board."

The Secretary was again instructed to deliver to the bank, Midland, Texas for its records, completed and executed copies of the printed resolutions adopted by the Board of Directors at this meeting, as soon as the same may be accomplished,

The Chairman then stated to the meeting the advantages of qualifying the company stock under Section 1244 of the Internal Revenue Service Code of 1954. She noted that (subject to certain limitations) this Section permits ordinary (rather than capital) loss treatment (a) when an individual stockholder sells or exchanges stock at a loss or (b) when it becomes worthless. It was agreed that this was a desirable feature to impart to the company stock and that it would make it more attractive to potential purchasers, The Chairman then presented a plan to the Board of Directors, and after full consideration and discussion, including the Board noting that no portion of any prior offering of shares was outstanding and that the Corporation appeared to be eligible to adopt the plan, upon motion duly made, seconded and carried, the following reolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the IRC 1244 Stock Plan is adopted by the Corporation and (2) the officers are authorized and directed to do all things necessary and appropriate to carry out the Plan."

The Chairman then stated that the Corporation had received an offer from Twyla Clutter, Terry Clutter, and Eric Clutter to purchase respectively 510, 10, and 480 shares of stock for the sums of $510, 10, and 480, respectively. Thereafter, after full consideration and deliberation, upon motion duly made, seconded and carried, it was unanimously resolved by the Board of Directors that:

"RESOLVED, that TEC EXCAVATION, INC. do and shall authorize the issuance of 510, 10, and 480 shares of Common stock to Twyla Clutter, Terry Clutter, and Eric Clutter, for the sum of $510, 10, and 480, respectively."

Payment of the consideration was thereupon made and accepted, and the certificates were executed, delivered and accepted.

The Chairman next presented to the Board of Directors a formal resolution, whereby the expenses attendant upon the formation of the Corporation be assumed by it. Thereafter, upon motion duly made, seconded and carried, the following resolution was unanimously adopted by the Board of Directors:

"RESOLVED, that the Corporation assumes and agrees to pay and discharge all costs and expenses incurred by the Incorporator in connection with the formation and organization of the Corporation, including, by way of amplification and not by way of limitation, filing fees, attorney's fees, the cost of the Minute Book, the cost of the corporate seal, the cost of the Stock Certificates, reproduction expenses and other miscellaneous expenses."

The Chairman then stated that the Board of Directors had now transacted all the business contained in the proposed agenda for the meeting and inquired whether there was other business to come before the meeting. There being none, upon motion duly made, seconded and carried, it was unanimously resolved that the meeting be adjourned.

Terry Clutter

Terry Clutter
Secretary of the Meeting

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

July 23, 2025

Joshua Ferguson
City of Midland
300 N. Loraine
Midland, TX 79701

Project: MAF LIFT STATION REPLACMENT

Josh,

As per conditions of the Contract, TEC Excavation, Inc. is currently contracted with Jessie Montez to meet TCEQ requirements on the above-mentioned project.

Jessie Montez
TCEQ Class A Water Operator Licensing Number: W00027888
TCEQ Class C Wastewater Operator Licensing Number: WW0025723

Eric Clutter, Vice-President
TEC Excavation, Inc.

TEC EXCAVATION, INC.

P.O. Box 80455
MIDLAND, TX 79708

PH. 432-682-2619
FAX 432-684-1151

List of Subs/Suppliers

PROJECT: MIDLAND AIRPORT LIFT STATION REPLACEMENT

Major Material Suppliers: JAMES, COOK, HOBSON INC.
BENMARK SUPPLY CO.

Subcontractors: D&E ELECTRIC, NATIONAL TRENCH SAFETY,
A&P FENCE, KELLY EVANS CONCRETE.

Signed:

Name: Eric Clutter

Title: Vice-President

Date: 7/23/2025

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

7/22/2025

PROJECT	PROJECT DESCRIPTION	GENERAL CONTRACTOR	OWNER	CONTRACT AMOUNT	COMPLETION DATE
GREATHOUSE ADDITION SECT. 7	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	$ 898,948.00	January-14
WESTRIDGE SECT. 23	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SBC, L.P.	$ 589,000.00	February-14
UNIVERSAL PRESSURE PUMPING	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	UNIVERSAL PRESSURE PUMPING	$ 465,000.00	March-14
STONEBRIDGE SECT. 2	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	INNOVATIVE LAND DEVELOPMENT	$ 290,000.00	April-14
LOS CONCHOS PH. 2	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	$ 287,000.00	May-14
CITY OF MIDLAND WATER/SEWER TAPS	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,625,000.00	May-14
WESTRIDGE SECT. 27	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SBC HOMES	$ 130,000.00	May-14
MAYFIELD SECTION 7	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	BERNAL HOMES	$ 420,370.00	May-15
CITY OF MIDLAND UTILITY EXTENSION PROJECT	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,500,000.00	October-14
FAUDREE RD. & SEWERLINE "P" EXTENSION	35,000 LF OF 24", 18" & 12" WATERLINE, 4,500 LF OF 24" SEWER 24' DEPTH	TEC EXCAVATION, INC.	CITY OF ODESSA	$ 4,500,000.00	October-14
GREENWOOD ISD POTABLE WATER WELLS & WATERLINE	18,000 LF OF 6" WATERLINE & 2 EA WATER WELLS	TEC EXCAVATION, INC.	GREENWOOD I.S.D.	$ 540,000.00	May-15
HERITAGE OAKS SECTION 5	WATER & SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	MARK PAYNE	$ 434,000.00	January-15
CHEVRON HEADQUARTERS BUILDING	WATER & SANITARY SEWER IMPROVEMENTS	SWINERTON BUILDERS	CHEVRON	$ 1,300,000.00	January-16

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

7/22/2025

DOUGLAS & D ST. WATER/SEWER IMPROVEMENTS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 800,000.00	September-15
3RD ST. WATERLINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF ODESSA	$ 530,000.00	October-15
SOUTHWEST CROSSING	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	SOUTHWEST CROSSING LLC	$ 1,700,000.00	January-16
MIDKIFF WATERLINE EXT.	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,428,000.00	April-16
ECUD 12" WATERLIINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	ECUD	$ 653,000.00	April-16
SCHARBAUER SPORTS COMPLEX	WATER/SEWER STORM DRAIN IMPROVEMENTS	MID-TEX OF MIDLAND	CITY OF MIDLAND	$ 275,000.00	March-17
CITY OF MIDLAND TAPS & EXTENSION PROJECT	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 3,000,000.00	August-17
GREATHOUSE SECTION 2	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	LOS CONCHOS LLC.	$ 1,257,000.00	January-18
YUKON RD. EXTENSION	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	PARKS BELL	$ 390,000.00	July-17
WESTERN SKIES	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	ECTOR COUNTY	$ 230,813.00	July-17
UTPB SEWER EXPANSION	SEWERLINE IMPROVEMENTS	MID-TEX OF MIDLAND	UTPB	$ 208,590.00	July-17
MIDLAND DRAW MANHOLE REHABILITATION	SEWERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 659,000.00	July-18
CITY OF MIDLAND UTILITY EXTENSION PROJECT PH. 2	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,400,000.00	July-18
PARKS ST. PAVING, GRADING & DRAINAGE PROJECT	PAVING, GRADING, DRAINAGE, WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF BRECKENRIDGE	$ 4,009,417.00	November-19
ROLLINGWIND HILLS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	BURNETT CONSTRUCTION	$ 812,000.00	July-19
GRADY ISD	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	GRADY ISD	$ 260,303.00	July-19
LOUISIANA AVE. WATERLINE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,231,500.00	May-19

TEC EXCAVATION, INC.
P.O. BOX 80455
MIDLAND, TX 79708

PROJECTS COMPLETED

7/22/2025

ELLIS FUNERAL HOME	WATER & SANITARY SEWER IMPROVEMENTS	NC STURGEON	ELLIS FUNERAL HOME	$ 202,270.00	January-22
ODESSA FIRE STA. 6	WATER & SANITARY SEWER IMPROVEMENTS	MW BUILDERS OF TEXAS	CITY OF ODESSA	$ 87,500.00	May-22
STONEY CREEK	WATER & SANITARY SEWER IMPROVEMENTS	JACOBY HOPPER	CITY OF COAHOMA	$ 98,948.00	January-22
FLORIDA/COTTON FLAT WL	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 480,091.00	April-22
191 INDUSTRIAL PARK 6	WATER & SANITARY SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	ROBERT ANDERSON	$ 643,273.00	May-22
GARFIELD WATERLINE IMPROV.	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 524,872.00	May-22
PARK HEIGHTS WATER/SEWER IMPROVEMENTS	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,278,000.00	December-22
SOLOMON LANE	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,693,000.00	November-22
PROSPERITY BANK	WATER/SEWER IMPROVEMENTS	COLLIER CONSTRUCTION	PROSPERITY BANK	$ 192,000.00	November-22
WADLEY MANHOLE REPLACEMENTS	SEWERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 1,094,000.00	February-23
GRASSLAND ADDITION SECTION 14	WATER/SEWER IMPROVEMENTS	TEC EXCAVATION, INC.	ROBERT GRAHAM	$ 1,300,000.00	March-23
ODESSA COLLEGE WOOD SCIENCE BLDG.	WATERLINE IMPROVEMENTS	MW BUILDERS	ODESSA COLLEGE	$ 80,000.00	May-23
ATLANTA, JEFFERSON, HENDERSON WATER IMPROVEMENTS	WATERLINE IMPROVEMENTS	TEC EXCAVATION, INC.	CITY OF MIDLAND	$ 810,000.00	July-23

BASE BID

Item No.	Description and Lump Sum Unit Price (Price to be written in words)	Lump Sum Amount
1	Furnish Mobilization, Bonds and Insurance (not to exceed 5% of Bid) for _____ SIXTY SEVEN THOUSAND FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 67,500.00
2	Demolition of existing lift station and complete site preparation, including but not limited to demolition and removal of existing concrete slab, chain link fence, wet well, valve vault, piping, and all related appurtenances, for _____ EIGHTY FIVE THOUSAND Dollars and NO Cents per Lump Sum.	$ 85,000.00
3	Installation of concrete slab, concrete reinforcement, and all related appurtenances, as shown and as specified, for _____ FIFTY FOUR THOUSAND FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 54,500.00
4	Furnish and install New Lift Station, including but not limited to wet well, pumps, rails, and all related appurtenances, as shown and specified, for _____ NINE HUNDRED EIGHTEEN THOUSAND Dollars and NO Cents per Lump Sum.	$ 918,000.00
5	Furnish and install valves, valve vault, and all related appurtenances, as shown and specified, for _____ SIXTY NINE THOUSAND FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 69,500.00
6	Furnish and install site piping, including discharge piping, header, new force main, connection to existing force main and all related appurtenances, as shown and specified, for _____ FIFTY FIVE THOUSAND NINE HUNDRED Dollars and NO Cents per Lump Sum.	$ 55,900.00
7	Furnish and install chain link security fence, gates, and all related appurtenances, as shown and specified, for _____ ELEVEN THOUSAND Dollars and NO Cents per Lump Sum.	$ 11,000.00
8	Furnish and install 5' diameter fiberglass manhole, and all related appurtenances, as shown and specified, for _____ TWENTY THOUSAND FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 20,500.00

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Item No.	Description and Lump Sum Unit Price (Price to be written in words)	Lump Sum Amount
9	Furnish and install 18" SDR-26 PVC gravity sewer line, as shown and specified, for _____ FOURTEEN THOUSAND FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 14,500.00
10	Furnish and install 1" water service line and non-freeze hose bib, as shown and specified, for _____ FIFTY FIVE HUNDRED Dollars and NO Cents per Lump Sum.	$ 5,500.00
11	Furnish and install all electrical work, as shown and specified, for _____ TWO HUNDRED THIRTY THOUSAND Dollars and NO Cents per Lump Sum.	$ 230,000.00
12	Owner's allowance for One hundred thousand Dollars and zero Cents per Lump Sum.	$ 100,000.00
TOTAL BASE BID (Items 1 thru 12)		$ 1,631,900.00

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder agrees that the Work will be substantially complete within **180 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **210 calendar days** after the date when the Contract Times commence to run.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

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Addendum Number	Addendum Date
1	JULY 10, 2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

TEC EXCAVATION, INC.

(typed or printed name of organization)

By: Twyla Clutter

(individual's signature)

Name: TWYLA CLUTTER

(typed or printed)

Title: PRESIDENT

(typed or printed)

Date: 7/23/25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Twyla Clutter

(individual's signature)

Name: Twyla Clutter

(typed or printed)

Title: President

(typed or printed)

Date: 7/23/25

(typed or printed)

Address for giving notices:

P.O. BOX 80455 MIDLAND, TX 79708

Bidder's Contact:

Name: ERIC CLUTTER

(typed or printed)

Title: VICE-PRESIDENT

(typed or printed)

Phone: 940-521-6933

Email: eclutter@tecexcavation.com

Address:

P.O. BOX 80455 MIDLAND, TX 79708

Bidder's Contractor License No.: (if applicable) W00027888, WW0025723

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SOLICITATION NO. 7298

NON-COLLUSION STATEMENT

The undersigned hereby certifies that:

(1) The price(s) and amount of this bid have been arrived at independently and without collusion, consultation, communication or agreement with any other company, firm, contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other company, firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any company, firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my company or firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company, firm or person to submit a complementary or other noncompetitive bid.

Twyla Clutter
Authorized Signature

President
Title

Twyla Clutter
Name (Print)

TEC Excavation, Inc
Company

7/23/25
Date

NOTE: Bid and Proposal terms are interchangeable.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

TEC Excavation, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 N/A TEC DOES NOT HAVE ANY CONFLICTING INTEREST WITH LOCAL ENTITY

Myrla Clutter — 7/23/25

Signature of vendor doing business with the governmental entity — Date

CITY OF MIDLAND

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: TEC EXCAVATION, INC.

Local Address (must be within the City limits): 1538 COTTON FLAT ROAD MIDLAND, TX 79706

1. Is the above address the principal place of business for the business named above? ☒ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: 2001
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☒ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☒ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☒ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: Twyla Clutter Date: 7/23/25

Printed Name and Title: Twyla Clutter President

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. **All bonds must be executed on forms contained in these contract documents**. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, **or a bidder's bond on the form provided**, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **TEC Excavation, Inc.**, as Principal, hereinafter called the Principal, and the **Merchants Bonding Company (Mutual)**, a Corporation created and existing under the laws of the State of **Iowa**, whose principal office is in Des Moines, Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Midland, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Greatest Amount Bid** Dollars ($ ------5%------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Airport Lift Station Replacement

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **23rd** day of **July**, 20**25**.

Attest:

By: _____

TEC Excavation, Inc.
(Principal)

By _____ (SEAL)

Witness:

_____

Merchants Bonding Company (Mutual)

By _____ (SEAL)
Kevin J. Dunn, Attorney-in-Fact

Form S-3266-4 Printed in U.S.A. 12-70

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bennett Brown; Douglass A Reed; Kevin J Dunn; Roberta Erb; Steven Tucker; Tracy Tucker; W Lawrence Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of July, 2025.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____ , as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ , 20__ , for the furnishing of materials, equipment to perform all labor and work necessary for _____ , hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20250002 01/03/2025

Superseded General Decision Number: TX20240002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82 **	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54 **	
Motor Grader, Rough	$ 16.15 **	
Motor Grader, Fine	$ 17.49 **	
Pavement Marking Machine	$ 16.42 **	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250261 03/14/2025

Superseded General Decision Number: TX20240261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/14/2025

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 28.26	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER	$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.76 **	0.00
ELECTRICIAN	$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	$ 19.77	7.13
IRONWORKER, REINFORCING	$ 12.27 **	0.00
IRONWORKER, STRUCTURAL	$ 22.16	5.26
LABORER: Common or General	$ 11.80 **	0.00
LABORER: Mason Tender - Brick	$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.58 **	0.00
LABORER: Pipelayer	$ 12.49 **	2.13
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.25 **	0.00

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 13.93 ** 0.00

OPERATOR: Bulldozer.....$ 18.29 1.31

OPERATOR: Drill.....$ 16.22 ** 0.34

OPERATOR: Forklift.....$ 14.83 ** 0.00

OPERATOR: Grader/Blade.....$ 13.37 ** 0.00

OPERATOR: Loader.....$ 13.55 ** 0.94

OPERATOR: Mechanic.....$ 17.52 ** 3.33

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 16.03 ** 0.00

OPERATOR: Roller.....$ 12.70 ** 0.00

PAINTER (Brush, Roller, and
Spray).....$ 15.00 ** 0.73

PIPEFITTER.....$ 25.80 8.55

ROOFER.....$ 14.75 ** 0.00

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 22.73 7.52

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 19.50 0.00

TILE FINISHER.....$ 11.22 ** 0.00

TILE SETTER.....$ 14.74 ** 0.00

TRUCK DRIVER: Dump Truck.....$ 12.39 ** 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 ** 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

==========

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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. Supplementary Conditions are established by redline edits to these Standard General Conditions of the Construction Contract.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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5. Weather-Related Delays

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Midland International Air and Space Port.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by

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Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

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1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

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1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Appendix 1 – Geotechnical Bore Log	May 1, 2019	Bore Logs

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

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4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

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B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

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and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

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H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

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2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

D. *Reference City of Midland Standard Purchasing Terms and Conditions for additional insurance requirements.*

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

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C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

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Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

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ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

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B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete

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and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

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c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

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C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

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7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

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2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

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C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

   a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

   b. determine and verify:

      1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

      2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

      3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

   c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

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B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

   a. Contractor shall submit the number of copies required in the Specifications.

   b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

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6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

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F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

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assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject

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to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it

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unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

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1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

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B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

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10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

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a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

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

c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

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

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

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

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

7. Authorize Owner to occupy the Project in whole or in part.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content

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complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

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11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as

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provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net

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decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its

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discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

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4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

      1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

   c. *Construction Equipment Rental*

      1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

      ~~2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~

      2) The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

      3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

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e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

   a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

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D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

   a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

   b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

      1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

      2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

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13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

~~E. *Adjustments in Unit Price*~~

~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:~~

~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~

~~b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~

~~2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~

~~3. Adjusted unit prices will apply to all units of that item.~~

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

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2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

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E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against

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payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

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Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. The Contract Price has been reduced by Change Orders;

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i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other

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indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special

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guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer.

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Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may

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thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if

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repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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EXHIBIT A— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	0	4	0
February	0	2	0
March	1	1	0
April	1	0	0
May	1	0	0
June	1	0	0
July	0	0	0
August	0	0	0
September	1	0	0
October	1	0	0
November	0	1	0
December	0	3	0

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

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IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Vendor & Contractor Communication

In order to ensure smooth coordination and effective communication between contractors and the City of Midland**, it is imperative that contractors provide adequate advance notice before commencing work on specific projects**. The city requires ten (10) days' notice on commencement of project. This advance notice requirement serves to notify all relevant city departments, ensuring proper preparation and coordination of resources. Additionally, it facilitates timely dissemination of information to the public, if necessary, thereby minimizing potential disruptions and maximizing transparency throughout the project lifecycle. **By adhering to this protocol, contractors demonstrate their commitment to fostering productive partnerships with the City of Midland and upholding standards of efficient project management and community engagement. This commitment is a part of our strategic plan, with direct ties to Goal 4: Transparent and Consistent Communication and Strategies 4.4 and 4.5.**

Strategic Plan

1. Strong Economy with More Quality Jobs

1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
1.9 Establish Our Community as a Premier Destination for Retail and Entertainment: Offer unique and compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

2.1 Enhance public safety programs.
2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks

and other facilities, with a standard of excellence.

5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.

6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.

6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.

6.4Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.

6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.

6.6 Strategize for and Monitor City Growth: Develop proactive responses to growth rather than reactive.

6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Contract Description:

1. Demolition and construction of a new Lift Station and all related work including but not limited to:

a. Demolition of existing Lift Station (concrete slab, fencing, wetwell, and all related work).

b. Installation of new Lift Station (wetwell, pumps, control panel, valve vault, valves, piping, and all related work).

c. New electrical service, panels, and all related work.

d. New concrete site paving, gates and fencing.

e. Installation of ±40 LF of new 18″ gravity sewer main, and all related work.

f. Installation of new fiberglass manhole, including reconnection of existing 18″ gravity sewer line, and all related work.

g. Installation of 170 LF of new 1″ water service line, including ¾″ non-freeze hose bib, and all related work.

1.2 CONTRACTOR USE OF SITE:

A. Limit use of existing lift station site to allow:

1. Owner occupancy.
2. Uninterrupted sewer service to existing customers.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Materials Testing.

B. Schedule of Values.

C. Application for Payment.

D. Change Procedures.

E. Measurement and Payment.

1.2 MATERIALS TESTING:

A. Engineer will engage a recognized construction materials testing firm.

B. Contractor shall be responsible for:

1. Costs of incidental labor and facilities required to assist testing firm.

2. Costs of testing laboratory services used by Contractor separate from Contract Document or Owner requirements.

3. Costs of retesting upon failure of previous tests as determined by Engineer.

1.3 SCHEDULE OF VALUES:

A. Submit a printed schedule on EJCDC C-620. Contractor's standard form or electronic media printout will be considered.

B. Submit Schedule of Values at the Preconstruction Conference. Provide four (4) reproducible copies.

C. Format: Provide itemized schedule breakdown of Lump Sum Bid. Coordinate schedule with Engineer for approval.

D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT:

A. Contractor's electronic media driven form or EJCDC C-620.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: Submit by the 25th of each month.

D. Include executed Contractor Affidavit for Partial Payment with each Application for Payment.

E. Submit certification by Contractor of Labor Standards compliance with each Application for Payment.

1.5 CHANGE PROCEDURES:

A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.

B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.

C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.

D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.

E. Work Directive Change: Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

F. Change Order Forms: EJCDC C-941 or Engineer’s standard electronic media driven form.

G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6 MEASUREMENT AND PAYMENT:

A. Authority: Work under this Contractor shall be measured by the Item Lump Sum Price as indicated on the Bid Schedule. Where the Item Lump Sum Price applies, the work will be considered as a complete installation as shown and specified.

Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. The bid price for any Unit Price method item shall be in effect for any actual quantity encountered within plus or minus 25 percent of the estimated quantity. Payment or adjustment for quantities greater than plus or minus 25 percent will be subject to negotiation.

B. Payment Includes: Full compensation for required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

C. Defect Assessment: Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Coordination.

B. Field Engineering.

C. Preconstruction Meeting.

1.2 COORDINATION:

A. Coordinate scheduling, submittal, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.

C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING (WHERE APPLICABLE):

A. Engineer will locate survey control and reference points.

B. Control datum for survey is that shown on Drawings.

C. Contractor to verify set-backs and easements, confirm drawing dimensions and elevations.

D. Contractor to provide field engineering services as required to support his work. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING:

A. Engineer will schedule a meeting after Notice of Award.

B. Attendance Required: Owner, Engineer, and Contractor.

C. Agenda:

1. Distribution of Owner-Contractor Agreement / Contract Document.

2. Submission of executed bonds and insurance certificates.

3. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.

4. Designation of personnel representing the parties in Contract, and the Engineer.

5. Procedures and processing of field decisions, submittal, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.

6. Scheduling.

7. Coordination with other agencies/organizations.

8. Scheduling activities of a Geotechnical Engineer.

D. Engineer to record minutes and distribute copies after meeting to participants.

1.5 PROGRESS MEETINGS

A. The Engineer will arrange and conduct monthly Progress Meetings (Construction Status Meetings). The Engineer will prepare an agenda for these meetings and will conduct the meetings.

B. The purpose of these meetings will be to facilitate the work of the Contractor and any subcontractors, resolve conflicts, identify and resolve any potential delays or necessary changes in the work, and in general coordinate and facilitate the execution of the work.

C. The Construction schedule is required to be updated and presented at these meetings.

D. The Contractor shall bring up-to-date record drawings to each meeting.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01090

STANDARD REFERENCES

Whenever used in the Project Manual, the following abbreviations will have the meanings listed:

When documents are referenced, they are a part of the Specification as specified and modified. In case of conflict between the requirements of these Specifications and those on the referenced documents, these Specifications shall prevail.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Ste. 249 Washington, DC 20001
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331
AISC	American Institute of Steel Construction One East Wacker Drive, Ste. 700 Chicago, IL 60601-1802
AISI	American Iron and Steel Institute 1140 Connecticut Ave., Ste. 705 Washington, DC 20036
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Ste. 140 Centennial, CO 80112
ANSI	American National Standards Institute, Inc. 1899 L Street, NW, 11th Floor Washington, DC 20036
APA	American Plywood Association 7011 S. 19th Street Tacoma, WA 98466-5333
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005-4070
APSP	Association of Pool and Spa Professionals 2111 Eisenhower Ave., Ste. 500 Alexandria, VA 22314
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191

ASCII	American Standard Code for Information Interchange United States of American Standards Institute 25 West 43rd Street, 4th Floor New York, NY 10036
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers United Engineering Center 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428 (http://www.astm.org)
AWPA	American Wood Preservers Association 100 Chase Park South, Ste. 116 Birmingham, AL 35244
AWS	American Welding Society 550 LeJeane Road Miami, FL 33126
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173
EEI	Edison Electric Institute 701 Pennsylvania Ave., NW Washington, DC 20004
ENGINEER	Enprotec / Hibbs & Todd, Inc. 402 Cedar Street Abilene, Texas 79601
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch 1275 First Street, NE Washington, DC 20417

FEDSTDS	Federal Standards (see FEDSPECS)
HI	Hydraulic Institute 6 Campus Drive, First Floor North Parsippany, NJ 07054
IBC	International Building Code (Published by ICC)
ICC	International Code Council 500 New Jersey Ave., NW, 6th Floor Washington, DC 20001
ICEA	Insulated Cable Engineers Association P.O. Box 1568 Carrolton, GA 30112
IEEE	Institute of Electrical and Electronic Engineers, Inc. 3 Park Avenue, 17th Floor New York, NY 10016
IES	Illuminating Engineering Society c/o United Engineering Center 120 Wall Street, Floor 17 New York, NY 10005
IMC	International Mechanical Code (Published by ICC)
IPC	International Plumbing Code (Published by ICC)
ISA	Instrument Society of America 67 Alexander Drive Research Triangle Park, NC 27709
MILSPEC	Military Specifications Navy Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd., Bldg. C, Ste 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, Texas 77084

NEC	National Electrical Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NEMA	National Electrical Manufacturer's Association 1300 North 17th Street, Ste. 1752 Rosslyn, VA 22209
NFPA	National Forest Products Association 1111 19th Street, NW, Ste. 800 Washington, DC 20036
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	National Sanitation Foundation 789 N. Dixboro Road Ann Arbor, MI 48113
OSHA	Occupational Safety and Health Act Occupational/Safety and Health Administration Lubbock Area Office 1205 Texas Avenue Lubbock, TX 79401
OWNER	City of Midland 300 North Loraine Midland, Teas 79701
SBCC	Southern Building Code Congress 900 Montclair Road Birmingham, AL 35213
SMACNA	Sheet Metal and Air Conditioning Contractor’s National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1209
SSPC	Steel Structures Painting Council 4516 Henry Street, Suite 301 Pittsburgh, PA 15123-3728
SSPWC-NCT	Standard Specifications for Public Works Construction-- North Central Texas North Central Texas Council of Governments P O Box 5888 Arlington, Texas 76005-5888
TCA	Tile Council of America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625

TCEQ	Texas Commission on Environmental Quality P O Box 13087 Austin, TX 78711-3087
TDSHS	Texas Department of State Health Services 1100 West 49th Street Austin, Texas 78756-3199
TWDB	Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78711
TXDOT	Texas Department of Transportation 125 E. 11th Street Austin, TX 78701
UBC	Uniform Building Code Published by ICB
UL	Underwriters Laboratories, Inc. 2600 NW Lake Road Camas, WA 98607
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center Denver Federal Center, Building 67 Denver, CO 80225
WWPA	Western Wood Products Association 522 SW Fifth Ave, Ste. 500 Portland, OR 97204

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process.
2. General content requirements for Shop Drawings.
3. Content requirements for Operation and Maintenance Manuals.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
2. Division 1 - General Requirements.
3. Sections in Divisions 2 through 16 identifying required submittals.

1.2 DEFINITIONS

A. Shop Drawings:

1. See General Conditions.
2. Product data and samples are Shop Drawing information.

B. Operation and Maintenance (O&M) Manuals:

1. Contain the information required for proper installation and maintenance of building materials and finishes.

2. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

C. Miscellaneous Submittals:

1. Submittals other than Shop Drawings and O&M Manuals.

2. Representative types of miscellaneous submittal items include but are not limited to:

a. HVAC test and balance reports.
b. Installed equipment and systems performance test reports.
c. Manufacturer's installation certification letters.
d. Instrumentation and control commissioning reports.
e. Warranties.

1.3 SUBMITTAL SCHEDULE

A. Shop Drawings: Submittal and approval prior to 50 percent completion.

B. Operation and Maintenance Manuals and Completed Equipment Record Sheets: Initial submittal within 90 days after date Shop Drawings are approved.

1.4 PREPARATION OF SUBMITTALS

A. Shop Drawings:

1. Format:

a. Submit only electronic copy of each submittal to the Engineer as single printable, searchable PDF file.

b. All electronic files shall be in PDF format and shall contain no pages larger than 11″ x 17″. Ensure that scanned documents are fully legible.

i. Each submittal shall consists of a single, merged PDF file to facilitate review, portfolio PDF files will be rejected. Engineer will review and return an electronic copy (PDF) to Contractor.

c. Submittal numbering:

i. Submittals shall be named and numbered with the specification number listed first, followed by a dash and a sequential number for the submittal under the specification section. For example, 11301-02 would be the second submittal for the membrane filtration system specification.

ii. Should a resubmittal be required, the original submittal number shall be followed by an "A", "B", etc. For example, 11260-02A would be the first resubmittal on the second submittal for the chlorination equipment.

d. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number, and Specification section number, as appropriate.

e. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

f. Schedule submittals to expedite the Project and deliver to Engineer at business email. Coordinate submission of related items.

g. For each submittal for review, allow 10 business days.

h. Provide space for Contractor and Engineer review stamps.

i. Revise and resubmit, if required, and identify all changes made since previous submission.

j. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

k. Submittals not requested will not be recognized or processed.

l. When submitting "or-equal" items that are not the products of named manufacturers, follow Article 7, Paragraph 7.04 of the General Conditions.

2. Submittal contents:

a. Each submittal shall be limited to a single specification section or material topic. Where equipment packages, assemblies, and the like are interrelated, the submittals should be provided together facilitating review of the Contractor's purposed offering. When related portions of an equipment package or system are not provided, the submittals may be returned without review.

b. Provide submittal information defining specific equipment or materials utilized on the Project.

i. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.

c. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.

d. Identify equipment or material use, tag number, Drawing detail reference, weight, and other Project specific information. Indicate exact item or model and all options proposed.

e. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.

f. Identify variations/exceptions from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.

i. Use a separate page(s) at the beginning of each portion of the submittal package.

ii. If no variations are proposed, state such on a separate page at the beginning of the submittal package.

g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.

i. Arrange data and performance information in format similar to that provided in Contract Documents.

ii. Provide, at minimum, the detail specified in the Contract Documents.

B. Samples:

1. Identification:

a. Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, standard Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.

b. If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.

2. Include application specific brochures, and installation instructions.

3. Provide Contractor's stamp of approval on samples or transmittal form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.

4. Resubmit samples of rejected items.

C. Operation and Maintenance Manuals:

1. Owner's use of manufacturer's Operation and Maintenance materials:

a. Materials are provided for Owner's use, reproduction and distribution as training and reference materials within Owner's organization.

i. Applicable to hard copy or electronic media.
ii. Applicable to materials containing copyright notice as well as those with no copyright notice.

b. Notify manufacturer of this intended use of materials provided under the Contract.

2. Number each Operation and Maintenance Manual transmittal with the original root number of the associated Shop Drawing.

   a. Identify resubmittals with the original number plus a suffix letter starting with "A."

3. Submittal format:

   a. Interim submittals: Submit electronic copies (PDF format) until manual is approved.

   b. Final submittals: Submit two (2) paper copies.

4. Paper copy submittals:

   a. Submit Operation and Maintenance Manuals printed on 8-1/2 x 11 IN size heavy first quality paper with standard three-hole punching and bound in appropriately sized three-ring (or post) vinyl view binders with clear overlays front, spine and back.

      i. Provide binders with titles inserted under clear overlay on front and on spine of each binder.

         - As space allows, binder titles shall include, but not necessarily be limited to, Project Name, related Specification Number, Equipment Name(s) and Project Equipment Tag Numbers.

      ii. Provide a Cover Page for each manual with the following information:

         - Manufacturer(s).
         - Date.
         - Project Owner and Project Name.
         - Specification Section.
         - Project Equipment Tag Numbers.
         - Model Numbers.
         - Engineer.
         - Contractor.

      iii. Provide a Table of Contents or Index for each manual.

      iv. Use plastic-coated dividers to tab each section of each manual per the manual's Table of Contents/Index for easy reference.

v. Provide plastic sheet lifters prior to first page and following last page.

b. Reduce Drawings or diagrams bound in manuals to an 8-1/2 x 11 IN or 11 x 17 IN size.

i. Where reduction is not practical to ensure readability, fold larger Drawings separately and place in vinyl envelopes which are bound into the binder.

ii. Identify vinyl envelopes with Drawing numbers.

c. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project.

i. Delete or cross out information that does not specifically apply to the Project.

5. Operation and Maintenance Manuals for Materials and Finishes:

a. Building Products, Applied Materials and Finishes:

i. Include product data, with catalog number, size, composition and color and texture designations.

ii. Provide information for re-ordering custom manufactured products.

b. Instructions for Care and Maintenance:

i. Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.

c. Moisture Protection and Weather Exposed Products:

i. Include product data listing, applicable reference standards, chemical composition, and details of installation.

ii. Provide recommendations for inspections, maintenance and repair.

d. Additional requirements as specified in individual product specifications.

6. Operation and Maintenance Manuals for Equipment and Systems:

a. Submission of Operation and Maintenance Manuals for equipment and systems is applicable but not necessarily

limited to:

i. Major equipment.

ii. Equipment powered by electrical, pneumatic or hydraulic systems.

iii. Specialized equipment and systems including instrumentation and control systems and system components for HVAC process system control.

iv. Valves and water control gates.

b. Equipment and Systems Operation and Maintenance Manuals shall include, but not necessarily be limited to, the following completed forms and detailed information, as applicable:

i. Fully completed Equipment Records, shall be included under the first tab following the Table of Contents of each Operation and Maintenance Manual.

- Each section of the Equipment Record must be completed in detail.
  - Simply referencing the related manual for nameplate, maintenance, spare parts or lubricant information is not acceptable.
- For equipment items involving components or subunits, a fully completed Equipment Record Form is required for each operating component or subunit.
- Submittals that do not include the associated Equipment Record(s) will be rejected without further content review.
- Use manufacturer's Standard Equipment Record Forms:
  - Equipment Data and Spare Parts Summary.
  - Recommended Maintenance Summary.
  - Lubrication Summary.

ii. Equipment function, normal operating characteristics, limiting operations.

iii. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.

iv. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.

v. Lubrication and maintenance instructions.

vi. Troubleshooting guide.

vii. Parts lists:

- Comprehensive parts and parts price lists.
- A list of recommended spare parts.
- List of spare parts provided as specified in the associated Specification Section.

viii. Outline, cross-section, and assembly Drawings; engineering data; and electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

ix. Test data and performance curves.

x. As-constructed fabrication or layout Drawings and wiring diagrams.

xi. Instrumentation or tag numbers assigned to the equipment by the Contract Documents are to be used to identify equipment and system components.

xii. Additional information as specified in the associated equipment or system Specification Section.

1.5 TRANSMITTAL OF SUBMITTALS:

A. Shop Drawings, Samples and Operation and Maintenance Manuals:

1. Transmit all submittals to the Engineer electronically via Dropbox, a cloud-based file sharing service.

a. The Engineer will set up a Dropbox folder for the project. Contractor shall purchase and maintain his/her own Dropbox access for the duration of the project.

2. All submittals must be from Contractor.

a. Submittals from subcontractors will not be accepted.

B. Miscellaneous Submittals:

1. Transmit under Contractor's standard letter of transmittal or letterhead.

2. Transmit to:

Enprotec / Hibbs & Todd, Inc.
402 Cedar St.
Abilene, Texas 79601
Attn: Sage Diller, P.E.

1.6 ENGINEER'S REVIEW ACTION:

A. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:

1. Resubmittal Not Required - Make Corrections Noted / See All Comments.

2. Correct and Resubmit - Make Corrections Noted / See All Comments.

3. Rejected - See All Comments.

4. Submittal Not Reviewed, Filed for Record.

B. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been performed by individuals meeting specified qualifications, and will be returned marked “Submittal Not Reviewed, Filed for Record” to acknowledge receipt.

C. Samples may be retained for comparison purposes.

1. Remove samples when directed.
2. Include in bid all costs of furnishing and removing samples.

D. Approved samples submitted or constructed, constitute criteria for judging completed work.

1. Finished work or items not equal to samples will be rejected.

PART 2 PRODUCTS

Not used.

PART 3 PRODUCTS

Not used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Quality Assurance--Control of Installation.

B. Tolerances.

C. References.

D. Testing Laboratory Services.

E. Manufacturers' Field Services and Reports.

1.2 QUALITY ASSURANCE--CONTROL OF INSTALLATION:

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES:

A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES:

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.

C. Obtain copies of standards where required by product Specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in Contract and of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING LABORATORY SERVICES:

A. Owner will appoint and employ services of an independent firm to perform inspecting and testing.

B. The independent firm will perform inspections, tests, and other services specified in individual Specification sections and as required by the Engineer or the Owner.

C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.

D. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.

2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing or inspecting does not relieve the Contractor of his responsibility to perform Work to contract requirements.

G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting shall be the Contractor's responsibility.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS:

A. When specified, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

C. Submit report in duplicate within 30 days of observation to Engineer for information.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.

B. Temporary Controls: Barriers, protection of the work, and water control.

C. Construction Facilities: Access roads, parking, progress cleaning, and material storage areas.

1.2 TEMPORARY ELECTRICITY:

A. Cost: By Contractor; provide and pay for power service required from utility source.

B. Complement existing power service capacity and characteristics as required.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

1.3 TELEPHONE SERVICE:

A. Provide, maintain and pay for telephone service at time of project mobilization. Cell phone service will be acceptable.

1.4 TEMPORARY WATER SERVICE:

A. Connect to existing water source if needed for construction operations. Coordinate with engineer prior to connecting to water source.

B. Owner will pay cost of water used. Exercise measures to conserve water.

1.5 TEMPORARY SANITARY FACILITIES:

A. Provide and maintain required facilities and enclosures.

1.6 BARRIERS:

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.7 WATER CONTROL:

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddles or running water. Provide water barriers as required to protect site from soil erosion.

1.8 PROTECTION OF INSTALLED WORK:

A. Protect installed work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.9 ACCESS ROADS:

A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.

B. Extend and relocate as work progress requires. Provide detours necessary for unimpeded traffic flow.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

1.10 PARKING:

A. Arrange for temporary surface parking areas to accommodate construction personnel.

B. When site space is not adequate, provide additional off-site parking.

1.11 PROGRESS CLEANING AND WASTE REMOVAL:

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.12 REMOVAL OF UTILITES, FACILITIES, AND CONTROLS:

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Transportation and Handling.

B. Storage and Protection.

C. Product Options.

D. Substitutions.

1.2 TRANSPORTATION AND HANDLING:

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

D. Pipe to be transported with exposed ends tarped to prevent accumulation of airborne contaminates during transport.

1.3 STORAGE AND PROTECTION:

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.

B. Store sensitive products in weather tight, climate-controlled enclosures.

C. For exterior storage of fabricated products, place on sloped supports, above ground.

D. Provide off-site storage and protection when site does not permit on-site storage or protection.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.4 PRODUCT OPTIONS:

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by naming one or more Manufacturers: Products of manufacturers named and meeting Specifications, no options or substitutions allowed.

C. Products Specified by naming one or more Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article. Where terms such as "or equal," "or equivalent" are used in this Contract, they shall be taken to mean "or approved equivalent." Proposed equivalents shall be offered as substitutions.

1.5 SUBSTITUTIONS:

A. Engineer will consider requests for Substitutions only within 21 days after date established in Notice to proceed.

B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty for the Substitution as for the specified product.

3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension which may subsequently become apparent as a result of the Substitution.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:

1. Submit copies of request for Substitution for consideration. Number of copies as specified in Sub-Section 01300-1.5. Limit each request to one proposed Substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01650

STARTING OF SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Starting Equipment Systems.

B. Demonstration and Instructions.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 STARTING EQUIPMENT SYSTEMS:

A. Coordinate schedule for start-up of various equipment.

B. Notify Engineer seven days prior to start-up of each item.

C. Verify that each piece of equipment has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions which may cause damage.

D. Verify that tests and specified electrical characteristics agree with those required by the equipment manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment in operation.

H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

3.2 DEMONSTRATION AND INSTRUCTIONS:

A. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.

B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment during equipment start-up services.

C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

D. As a minimum, the amount of time required for instruction on each item of equipment and system is that specified in individual sections.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Closeout procedures.

B. Final Cleaning.

C. Adjusting.

D. Project record documents.

E. Operation and Maintenance Data.

F. Warranty.

G. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES:

A. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and ready for Engineer's review.

B. Provide submittals to Engineer that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract sum, previous payments, and sum remaining due.

D. Submit executed Affidavit of Bills paid with final Application for payment. Affidavit shall state all bills for labor, materials, and incidentals incurred in the construction of the project have been paid in full, and that there are no claims pending of which the Contractor has been notified.

1.3 FINAL CLEANING:

A. Execute final cleaning prior to final project assessment.

B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

D. Clean filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING:

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintain on site, one set of the following record documents; record actual revisions to the work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and start-up of products and equipment.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Documents and shop drawings: Legibly mark each item to record actual construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.

3. Field changes of dimension and detail.

4. Details not on original contract drawings.

G. Remove Engineer title block and seal from all documents.

H. Submit documents to Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA:

A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Submit two sets of revised final volumes, within 10 days after final inspection.

1.7 WARRANTY:

A. The Contractor shall guarantee the work performed under this contract against defective materials and workmanship for a period of one year from the date of Substantial Completion or acceptance of individual work elements. The Contractor shall arrange to have his performance bond remain in effect for a period of one year after this date to cover his guarantee as stipulated under this item and in the General Conditions.

B. If defective materials and/or workmanship are discovered which require repairs made under this guarantee, all such repairs shall be done by the Contractor at his own expense within ten days after written notice of such defect. Should the Contractor fail to repair of correct such deficiency within ten days after notification, the Owner may make the necessary repairs and charge the Contractor with the applicable costs of all labor and materials required to correct the deficiency.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to project site and place in location as directed; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 02110

SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Preparation for Work.

B. Protection of Existing Features.

C. Clearing and Grubbing.

D. Debris Removal.

E. Erosion Control.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL:

A. Site clearing and grubbing shall consist of the removal and disposal of any trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter from the construction area.

3.2 PREPARATION FOR WORK:

A. Verify that existing plant life designated to remain, if any, is tagged or identified and protected.

B. Verify and protect survey control.

3.3 PROTECTION OF EXISTING FEATURES:

A. Locate, identify and protect the utilities to remain from damage.

B. Protect trees, plant growth and features designated to remain.

C. Protect benchmarks and survey control from damage or displacement.

3.4 CLEARING AND GRUBBING (AS APPLICABLE):

A. The designated construction area shall be cleared of any and all trees, brush, shrubbery and plants, not indicated to be preserved. Any trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking, or other injuries during construction operations. Pruned limbs over two inches in diameter shall be

treated by painting the exposed ends with an approved asphaltic material. Stumps, roots and other objectionable materials sources are to be removed to the complete extent necessary to prevent objectionable matter from becoming mixed with the material to be used in construction.

B. Unless otherwise provided, all merchantable timber removed as previously specified shall become the property of the Contractor. It is the intent of this Specification to provide for the removal and disposal of all obstructions and objectionable materials not designated to remain.

C. Remove existing concrete and asphalt paving, curb, gutter, walks and other items shown, or described to be removed.

D. Remove trees, shrubs and other plant life within the site shown, or described to be removed. Remove trees and shrub stumps and root system to a depth of 24 inches below existing grades. Remove grass and ground cover root system to a depth of 6 inches.

3.5 DEBRIS REMOVAL:

A. Removed material shall become the property of the Contractor. Contractor shall remove debris, rock and extracted plant life from site and legally dispose.

3.6 EROSION CONTROL:

A. Provide erosion control measures necessary to maintain site. Protect against both wind and rainfall erosion.

END OF SECTION

SECTION 02210

GRADING AND EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Grading and earthwork which occur in areas other than under structures, under paving, or trenching for utilities.

B. Earthwork consists of operations required for the excavation of materials on-site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades; finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and with lines and grades established.

1.2 REFERENCES:

A. ASTM D698 — Test for Moisture-Density Relations of Soils (Standard).

B. ASTM D1557 — Test for Moisture-Density Relations of Soils (Modified).

C. ASTM D2487 — Classification of Soils for Engineering Purposes.

D. ASTM D2922 — Density of Soil and Soil Aggregate In-Place by Nuclear Methods.

E. ASTM D3017 — Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods.

1.3 DEFINITIONS:

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. General Site Fill: Suitable, clean material excavated on-site or imported borrow material meeting specified characteristics.

D. Select Fill: Imported borrow material as required for construction, and as defined.

E. Subgrade: Natural soil at the established lines and grades.

F. Borrow: Material taken from designated areas to make up any deficit of excavated material and used for general site or select fill. Obtain from area that is normally dry and well drained. Borrow does not include top soil.

G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated.

I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by ASTM D698.

1.4 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Samples: Adequate samples of material as required by the testing laboratory.

C. Quality Control Submittals: For information only.

1. Test Reports: Laboratory analysis of each soil material, including on-site and borrow materials proposed for use on project.

a. General Site Fill: Soil type, liquid limit and plasticity index. Moisture-density relations; identify maximum density optimum moisture.

b. Select Fill: Soil type, liquid limit, plasticity index and gradiation. Moisture-density relations; identify maximum density/optimum moisture.

c. Topsoil: Soil type, liquid limit, and plasticity index.

1.5 EXISTING UTILITIES:

A. Where pipes, ducts, and structures are encountered in the excavation but are not shown, immediately notify the Engineer.

PART 2 PRODUCTS

2.1 SELECT FILL:

A. Source: Select fill shall be imported borrow material from borrow areas approved by the Engineer. Material from source shall be tested for compliance with project requirements and approved by the Engineer.

B. Suitability: Use the best material available, suitability of select fill is subject to the Engineer's approval.

C. Quality: Select fill material must be free of clay lumps larger than 1 inch, rocks larger than ½-inch, and/or excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: Materials shall conform to ASTM D2487 Class II or Class III and shall have a liquid limit less than 35 with a plasticity index less than 15 but greater than 4.

2.2 GENERAL SITE FILL:

A. Source: Obtain general site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available from excavation or borrow. Suitability of general site fill material is subject to the Engineer's approval.

C. Quality: Fill material shall be free of lumps larger than 3 inches, rock larger than 2 inches, and excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: General site fill material shall conform to ASTM D2487 Class II or Class III Soils.

2.3 TOP SOIL:

A. Source: Obtain top soil from the required excavation, or if sufficient material is not available, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available. Suitability of material is subject to the Engineer's approval.

C. Quality: Material shall be free of large roots or branches, stumps, brush, rubbish, or other objectionable matter.

D. Characteristics: Soils possessing the characteristics that produce growth of grasses or other vegetation.

2.4 SOURCE QUALITY CONTROL:

A. Provide materials of each type from same source throughout the project.

B. A change in source requires sampling, testing, and approval by Engineer.

PART 3 EXECUTION

3.1 STRIP AND STOCKPILE:

A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading.

B. Remove top 6 inches of topsoil where necessary and stockpile on the Owner's property. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the Grading Plan.

C. Removal of topsoil in building areas and paving areas is further described in Sections 02224, 02225, and 02226.

3.2 EXCAVATION:

A. Objective: Excavate to lines, grades, and elevations as shown or required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within ±0.1 foot. Over-excavation shall be restored by the Contractor at his own expense. Finish grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.

B. Drainage: During excavation, maintain grades as required to maintain drainage; or, as directed by the Owner or Engineer, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Engineer approved areas for later use.

D. Stone or Rock: Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress-cut and fill slopes to slope, cross section, and alignment, as shown.

F. Rock: Break with hydraulic ram to obtain near neat line excavation. Blasting will not be allowed.

G. Classification: Excavation is unclassified.

3.3 TREATMENT OF SUBGRADES:

A. Topsoil and vegetation in excavation, or fill areas, shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

B. Fill Areas: Scarify subgrade to a depth of 6 inches and recompact to a density of 95% of maximum density per ASTM D698 at a moisture content of ±2% of optimum.

C. Cut Areas: Scarify exposed subgrade to a depth of 6 inches and recompact to a density of 95% of the maximum density per ASTM D698 at a Moisture content of ±2% of optimum.

D. Undercut any soft or compressible areas detected during the recompaction process to sound subgrade soils and recompact. General or select fill shall be used to bring the soft or compressive areas to grade. Work shall precede placement of topsoil, walks, drives, or structure foundations. Allow for placement of minimum 4-inch layer of topsoil in areas not covered by structures or pavement.

3.4 PLACING FILL:

A. Examination of Subgrade: Do not place fill until the subgrade preparation has been accepted by the Engineer.

B. Removing Debris: Remove all roots, stone, and debris that are uncovered in the fill material.

C. Spreading Fill and Backfill: Spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer.

D. Attaining Proper Bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface before continuing the work.

E. Place materials to lines and grades shown allowing for depth of topsoil.

F. Maintain aggregate drainage throughout construction.

G. The material shall be blended sufficiently to secure the best degree of compaction.

3.5 DISTRIBUTION OF TOPSOIL:

A. Perform rough grading and topsoil/finish grading work.

B. Preparation:

1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding.

2. Shape areas designated, including cut and fill areas, to receive a minimum of 4 inches of topsoil.

C. Placement:

1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or planting.

2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.

3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for planting.

4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.

D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.6 MATERIAL DISPOSAL:

A. Remove waste and excess excavated material from the construction site before Pre-final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

3.7 TESTING:

A. Testing Laboratory Services: As specified in Section 01400.

B. Soil Moisture and Density: Perform a minimum of 2 tests per lift.

END OF SECTION

SECTION 02220

TRENCH AND EXCAVATION SAFETY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Requirements for a Trench and Excavation Safety System to be designed and furnished by the Contractor for the safety and health of personnel.

B. Submission of a written Plan describing the System in detail.

1.2 PAYMENT:

A. Payment will be as stipulated on the Bid Form.

1. If no individual line item is identified, include in appropriate Lump Sum bid item(s). Provide as a Schedule of Values project element in accordance with Section 01019.

1.3 REFERENCES:

A. 29CFR1926 - Occupational Safety and Health Standards - Excavations, United States Department of Labor, latest edition.

B. Others - Other applicable Federal, State, and local rules for Trench Construction or Excavations.

1.4 REQUIREMENTS:

A. The Contractor shall develop, design, and implement a System. The Contractor shall bear the sole responsibility for the adequacy of the System.

B. The requirements of 29CFR1926 shall be the minimum requirements for this specification and is adopted as a part of this specification. Other regulations relating to trench and excavation safety shall also be considered a part of this specification as if referenced directly.

C. Should the System require wider trenches than shown, the Contractor shall be responsible for the costs associated with determining adequacy of pipe bedding and class, as well as, purchase and installation of alternate materials.

1.5 SUBMITTALS:

A. Submit copies of the System Plan for information only. The Engineer will not review the System Plan for sufficiency, adequacy, or other engineering aspects. Submission is only to record the presence or absence of the System Plan.

1.6 QUALITY ASSURANCE:

A. The Trench Safety System shall be designed by an Engineer registered as a Professional Engineer in the State of Texas. The System Plan shall be sampled with the Engineer's seal, signed, and dated.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL:

A. Implement the system in accordance with the written System Plan and conduct affected work in accordance with the same.

END OF SECTION

SECTION 02224

EXCAVATION, BACKFILLING and COMPACTING FOR STRUCTURES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Excavating, Backfilling and Compacting for Structures.

1.2 REFERENCES:

A. ASTM C136 — Sieve Analysis of fine and course aggregates.

B. ASTM D698 — Standard Methods of Test for Moisture-Density Relations of Soil (Standard).

C. ASTM D1557 — Test for Moisture-Density Relations of Soil (Modified).

D. ASTM D2992 — Density of Soil and Soil Aggregate In-Place by Nuclear Methods.

E. ASTM D3017 — Moisture Content of Soil and Soil Aggregate In-Place by Nuclear Methods.

1.3 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Samples: Aggregate samples of material as required by the testing laboratory.

C. Quality Control Submittals: For information only.

1.4 PROJECT CONDITIONS:

A. Protection:

1. Erect sheeting, shoring and bracing as necessary for protection of person, improvements and excavations.

2. Provide dewatering and drainage necessary to keep excavations free of water.

B. Coordination: Coordinate backfill operations with installation of utilities.

PART 2 PRODUCTS

2.1 EXCAVATED MATERIAL:

A. Source: Select fill shall be imported borrow material from borrow areas and/or on-site materials approved by the Engineer. Material from source

shall be tested for compliance with project requirements and approved by the Engineer.

B. Suitability: Use the best material available, suitability of select fill is subject to the Engineer's approval.

C. Quality: Select fill material must be free of clay lumps larger than 1 inch, rocks larger than 2-inches and/or excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: Materials shall conform to ASTM D2487 Class II or Class III and shall have a liquid limit less than 35 with a plasticity index less than 15 but greater than 4.

2.2 GENERAL SITE FILL:

A. Source: Obtain general site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available from excavation or borrow. Suitability of general site fill material is subject to the Engineer's approval.

C. Quality: Fill material shall be free of lumps larger than 3 inches, rock larger than 2 inches and excessive silts. Do not use soil containing brush, roots, sod, or similar organic materials.

D. Characteristics: General site fill material shall conform to ASTM D2487 Class II or Class III Soils.

2.3 AGGREGATE:

A. Free-draining, well-grade crushed rock, gravel, or sand per ASTM 136, Coarse Aggregate Section.

2.4 TOP SOIL:

A. Source: Obtain top soil from the required excavation, or if sufficient material is not available, from borrow areas approved by the Engineer.

B. Suitability: Use the best material available. Suitability of material is subject to the Engineer's approval.

C. Quality: Material shall be free of large roots or branches, stumps, brush, rubbish, or other objectionable matter.

D. Characteristics: Soils possessing the characteristics that produce growth of grasses or other vegetation.

2.5 SOURCE QUALITY CONTROL:

A. Provide materials of each type from same source throughout the project.

B. A change in source requires sampling, testing and approval by Engineer.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION:

A. Examine project site and investigate existing subsurface conditions to determine nature, kind and character of materials and conditions to be encountered.

B. Prior to commencing excavation operations, disconnect and cap or protect existing utility services, if any, in accordance with the requirements of the owning companies and applicable ordinances and regulations.

C. Provide for surface drainage.

D. Keep excavations free of water during entire progress of the work.

E. Prior to backfilling against grade beams and below grade walls, verify that beams, walls and footings have properly cured.

F. Verify that forms, trash, debris and applicable temporary shoring have been removed.

G. Verify that walls are supported at top and bottom.

3.2 EXCAVATION:

A. Excavate beneath structures to lines, grades and elevations as shown. Over-excavation shall be restored by the Contractor at his own expense.

B. Scarify exposed surfaces to a depth of 8 inches and recompact to a density of 95% of the maximum dry density when tested by the Standard Proctor Compaction Test (ASTM D698), at or above optimum moisture content.

C. Remove weak or highly organic soils noted by probing and replace with general site fill. Place fill in 8-inch lifts and compact to 95% of maximum dry density (ASTM D698) at or above optimum moisture content.

D. Do not extend structure fill beyond structure lines or as shown.

E. Excavation is unclassified. Break rock with hydraulic ram to obtain near neat line excavation. Blasting is not allowed.

3.3 BACKFILL:

A. Schedule backfilling to expedite construction progress.

B. Backfill in manner to prevent excessive pressure against previously completed work and to prevent damage or displacement to utility systems.

C. Place backfill materials for grade beams as follows:

1. Exterior Face of Grade Beams: Where required, backfill with select fill. Place backfill in layers of approximately 8 inches loose lifts and compact to minimum 95% of maximum dry density percent at or above optimum moisture content. Standard Proctor Density (ASTM D698).

2. Place backfill at grade beams as soon as forms are removed. Keep grade beam excavations dry at all times. If rain occurs before backfill is placed, remove water for excavations immediately.

D. Backfill structure walls with free-draining coarse aggregate backfill. Consolidate by tamping to uniform density to prevent settling. Do not over compact.

E. Backfill around wet well structure shall be free-flowing grout backfill with 2 sacks cement per cubic yard of sand.

F. Exercise care to prevent over compaction of backfills.

G. Where top of below grade structure backfill is not covered with paving or other impervious barrier, the final two feet of backfill shall be general site fill. Place fill in 8-inch thick lifts and compact to minimum 95% of maximum dry density at or above optimum moisture content. Allow for 4 inches of top soil placement.

H. Undercut any soft or compressible areas detected during the recompaction process to sound subgrade soils and recompact. General or select fill shall be used to bring the soft or compressive areas to grade. Work shall precede placement of topsoil, walks, drives, or structure foundations. Allow for placement of minimum 4-inch layer of topsoil in areas not covered by structures or pavement.

3.4 MATERIAL DISPOSAL:

A. Remove waste and excess excavated material from the construction site before final inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property Owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

3.5 TESTING:

A. Laboratory Testing and Inspection Services: As specified in Section 01400-Quality Control.

B. Soil Moisture and Density: Perform a minimum of 2 tests per lift.

END OF SECTION

SECTION 02225

EXCAVATION, BACKFILLING AND COMPACTING FOR UTILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Unclassified excavation, trenching, bedding, backfilling and compacting for potable water mains, gravity-flow sanitary sewers, manholes, valves, and other utility systems and appurtenances, and the disposal of excess excavated material.

1.2 REFERENCES:

A. ASTM C33 – Coarse Aggregates.

B. ASTM D698 – Moisture-Density Relations of Soil (Standard).

C. ASTM D1557 – Test for Moisture-Density Relations of Soil (Modified).

D. ASTM D2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity – Flow Applications.

E. ASTM D2487 – Classification of Soils for Engineering Purposes.

F. ASTM D4254 – Minimum Index Density and Unit Weight of Soils and Calculations of Relative Density.

G. ASTM D4318 – Test for Liquid Limit, Plastic Limit and Plasticity Index of Soils.

H. OSHA – Occupational Safety and Health Administration and Related Regulations.

1.3 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Submit sample(s) of material(s) proposed for bedding in the pipe zone and backfill of fiberglass structures.

1. One (1) set to materials testing lab for classification.
2. One (1) set to Engineer for approval.

1.4 PROTECTION OR REMOVAL OF EXISTING UTILITIES:

A. The Contractor shall anticipate all underground obstructions, such as but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, concrete and debris. Any such lines or obstructions indicated on the Drawings show only the approximate locations and shall be verified in the field by the Contractor. The Owner and

Engineer will endeavor to familiarize the Contractor with all known utilities and obstructions, but this shall not relieve the Contractor from full responsibility in anticipating all underground obstructions whether or not shown on the Drawings.

B. The Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the work. With the consent of the Engineer and utility owner such service connections may be temporarily interrupted to permit the Contractor to remove designated lines or to make temporary changes in the locations of services. The cost of making any temporary changes shall be at the Contractor's expense.

C. Notify all utility companies involved to have their utilities located and marked in the field. All underground utilities in a particular segment of the project shall then be uncovered to verify location and elevation before construction begins in that segment of the project.

D. The Contractor shall obtain necessary permits, except County right-of-way permits, required for completion of the project.

1.5 DEFINITIONS:

A. All excavation associated with the project is unclassified.

B. Bedding: Includes the area from the trench bottom to the bottom of the pipe where material is placed to bring the trench bottom up to grade. A compacted depth of approximately 4 to 6 inches is generally sufficient bedding thickness.

C. Haunching: Includes the area from the bottom of the pipe to the spring line of the pipe. Material in this area must be placed and consolidated to provide adequate side support while avoiding both vertical and lateral displacement of the pipe. **The type and density of the material in this area are the most important factors affecting the performance and deflection of the pipe.**

D. Initial Backfill: Includes the area from the spring line of the pipe to a point at least 6 inches over the top of the pipe.

E. Final Backfill: Includes the area above the initial backfill, up to final grade or the bottom of the flexible base material in the pavement section.

F. Pipe Zone: Includes areas of bedding, haunching and initial backfill as defined above.

PART 2 PRODUCTS

2.1 PIPE ZONE:

A. Materials for use within the pipe zone and within 24 inches of fiberglass structures shall be in accordance with following Table 2.1:

TABLE 2.1
DESCRIPTION OF MATERIAL CLASSIFICATION
(as defined in ASTM D2321)

Class	Type	Soil Group Symbol	Description ASTM D2487	% Passing Sieve Sizes			Atterberg Limits		Coefficients	
				1½ in (40 mm)	#4 (4.75 mm)	#200 (0.075 mm)	LL[b]	PI[c]	Uniformity C_u	Curvature C_c
I	Manufactured, Processed Aggregate; dense-graded, clean	None	Angular, granular, crushed stone or rock, crushed gravel, and stone/sand mixtures with gradations selected to minimize migration of adjacent soils; contain little or no fines	100%	≤50%0	<5%	Non Plastic			
II	Coarse-Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures; little or no fines	100%	<50% of Coarse Fraction	<5%	Non-Plastic		>4	1 to 3
		GP	Poorly-graded gravels and gravel-sand mixtures; little or no fines						<4	<1 or >3
		SW	Well-graded sands and gravelly sands; little or no fines		>50% of Coarse Fraction				>6	1 to 3
		SP	Poorly-graded sands and gravelly sands; little or no fines						<6	<1 or >3
	Coarse-Grained Soils, borderline clean to w/fines	e.g. GW-GC, SP-SM.	Sands and gravels which are borderline between clean and with fines	100%	Varies	5% to 12%			Same as for GW, GP, SW and SP	
III	Coarse-Grained Soils with Fines	GM	Silty gravels, gravel-sand-silt mixtures	100%	<50% of Coarse Fraction	>12% to <50%		<4 or <"A" Line		
		GC	Clayey gravels, gravel-sand-clay mixtures					<7 and >"A" Line		
		SM	Silty sands, sand-silt mixtures	>50% of Coarse Fraction				>4 or <"A" Line		
		SC	Clayey sands, sand-clay mixtures					>7 and >"A" Line		
IV[a]	Fine-Grained Soils (inorganic)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, silts with slight plasticity	100%	100%	>50%	<50	<4 or <"A" Line		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays					>7 and >"A" Line		

[a] Includes Test Method ASTM D2487 borderline classifications and dual symbols depending on plasticity and liquid limts.

[b] LL = Liquid Limit.

[c] PI = Plasticity Index.

B. In addition to the materials included in Table 2.1, the following materials are approved for the pipe zone or within 24 inches of fiberglass structures where shown:

1. Lean Concrete: Free-flowing grout, mixed one (1) sack of cement per cubic yard of sand.

2. Structural Concrete: Concrete for encasement shall be 3000 psi compressive strength as specified in Section 03300.

2.2 FINAL BACKFILL MATERIALS:

A. Earth Backfill: Earth backfill may be excavated and reused from trench or obtained from an approved borrow area. Material shall be processed to ensure that only select material is used for backfilling operations. Material shall be free of lumps, clods, large rocks, debris, trash, organic, spongy or otherwise objectionable material. The presence of such material in the backfill may preclude uniform compaction and result in excessive localized point loads on or deflections in the piping system or fiberglass structure.

B. All materials included in Table 2.1 above are approved for final backfill.

PART 3 EXECUTION:

3.1 EXAMINATION AND PREPARTATION:

A. Examine utility routes and coordinate excavation work to eliminate installation conflicts.

B. Allow room for stockpiling excavated material and utility construction material during utility construction.

3.2 TRENCH EXCAVATION:

A. Procedure: Excavated to indicated or specified depths.

1. Excavate by open cut method.

2. During excavation, stockpile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides, or cave-ins.

3. Grade as necessary to prevent surface water from flowing into trenches or other excavations.

4. Cut walls of trench as close to vertical as the stability of the material and trench safety will allow. Remove stones as necessary to avoid point-bearing. Over-excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe. Over excavation shall be filled and tamped with clean dry sand, pea gravel, or other approved material to the required grade.

5. Excavate the trench the proper width as shown, or as required by the Contractor's Trench Safety Program. If the trench width below the top of pipe is wider than specified in this section or shown, install additional backfill. No additional payment will be made for additional material or work required for installation.

6. Accurately grade the trench bottom to provide proper bedding as required for pipe installation.

7. If any excavation is carried beyond the lines and grades required or authorized, the Contractor shall, at his own expense, fill such space with suitable material and properly compact the material as directed by the Engineer. No additional payment will be made.

B. Sheeting and Bracing: If trench safety methods do not include sloping of trench walls, install sheeting and bracing; or use appropriate trench box necessary to support the sides of trenches and other excavations with vertical sides, as required by current OSHA regulations.

C. Water in Excavation: Keep work free from ground or surface water at all times. Provide pumps of adequate capacity or other approved method to remove water from the excavation in such a manner that it will not interfere with the progress of the work or the proper placing of other work.

D. Trenching Progress: Trenching operations for any individual utility work crew shall not be in excess of 100 feet ahead of pipe laying operations in city streets or 2,000 feet in open country. Not more than two (2) consecutive cross-streets may be closed to traffic by any individual utility work crew at any given time. Ensure no trenches are left open when work is not in progress. Temporarily backfill any open trenches with un-compacted material and install proper barricades at the end of each work day.

E. Existing Lawns and Shrubbery: The Contractor shall take particular care to preserve existing lawns and shrubbery. Make minor pipe alignment as may be necessary.

F. Existing Pavement: Existing pavement over trenches shall be removed to a width of 6 inches outside of the trench on each side. Remove to a neat line by sawing method. Take appropriate measures to prevent damage to existing pavement adjacent to the trench by wheels, tracks and/or stabilizers of excavating equipment. Remove brick pavement by hand, deliver and stack as directed by the Owner.

3.3 PIPE BEDDING:

A. Concrete Encasement:

1. Where shown, the Contractor shall install the pipe in concrete encasement.

2. Concrete for encasement shall be 3000 psi compressive strength as specified in Section 03300.

3. Precautions shall be used to prevent pipe floating, movement or deflection during construction.

4. Concrete for encasement, shall be included in the unit price bid per linear foot in place.

B. Within the Pipe Zone or Adjacent to Fiberglass Structures:

1. Accurately grade the bottom of the trench 4 inches below the bottom of the pipe and to the limits of the clear space on either side of the pipe.

2. Install materials which comply with Table 2.1 above accordance with "Pipe Bedding Detail" shown on the Drawings.

3. The initial layer of embedment material placed to receive the pipe shall be brought up to a grade slightly higher than that required for the bottom of the pipe and the pipe shall be placed thereon and brought to grade by tamping, or by removal of the slight excess amount of embedment under the pipe.

4. Adjustment to grade line shall be made by scraping away or filling with embedment materials. Wedging or blocking up of pipe will not be permitted.

5. Each pipe section shall have a uniform bearing on the embedment for the full length of the pipe, except immediately at the joint.

6. After each pipe has been graded, aligned, placed in final position on the bedding material and joint made, sufficient embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations.

7. Sheeting and shoring will not be allowed in the pipe zone during or after installation of the pipe or embedment material, unless special provisions are made to ensure the specified compaction of bedding and pipe alignment is maintained after removal of sheeting and shoring.

8. Minimum compaction effort within the pipe zone and adjacent to fiberglass structures shall be in accordance with the following Table 3.3 based on the class of bedding material used:

TABLE 3.3
MINIMUM REQUIRED COMPACTION
FOR MATERIAL USED WITHIN PIPE ZONE OR FOR BACKFILL OF FIBERGLASS STRUCTURES

Classification of Bedding Material	Standard Proctor Density[a] (Relative Density[b] shown in parentheses)
Class I	Dumped
Class II	≥85% standard (≥40% relative)
Class III	86% - 95% standard (41% - 70% relative)
Class IV	>95% standard (>70% relative)
Class V	Not approved for bedding material

[a] Standard Proctor Density per ASTM D698, moisture content shall be ± 2% of optimum.
[b] Relative Density per ASTM D4254.

3.4 UTILITY INSTALLATION:

A. Water Lines and Sanitary Sewers: Limit clear on either side of the pipe to 12 inches. Above the pipe, cut as wide as necessary to sheet and brace and properly perform the work. Provide class of bedding as shown. Install piping and appurtenances as specified.

B. Excavation for Appurtenances: Excavate sufficiently for valves, fittings, manholes, valve vaults, utility pull boxes and similar structures to leave at least 18 inches clear between the outer surfaces and the embankment or shoring that may be used to hold and protect the embankment wall. Install valves, fittings, manholes or valve vault structure, piping and appurtenances as specified. Any other-depth excavation will be refilled with lean concrete or other suitable compacted material approved by the Engineer, at no additional cost to the Owner.

3.5 FINAL BACKFILL:

A. Criteria: Backfill trenches to ground surface with material as specified. Reopen trenches improperly backfilled to depth required for proper compaction. Refill and compact as specified, or otherwise correct the condition in an approved manner.

B. Take care to avoid contacting pipe or structure to be backfilled with compaction equipment. Do not use compaction equipment directly over the pipe until sufficient initial backfill has been placed to assure such equipment will not be damage or disturb the pipe.

C. All forms, lumber, trash and debris shall be removed from trenches, manholes and other utility structures prior to backfilling.

D. Dispose of unacceptable backfill material and provide suitable material for backfill at no additional cost to the Owner.

E. Open Areas:

1. Above the pipe zone, deposit earth backfill from excavated material, compact to minimum of 85 percent of maximum density per ASTM D698, while maintaining moisture within ± 2 percent of optimum. Excavated material placed shall be free of rock greater than two (2) inches in any direction.

2. Backfill for valves, fittings, manholes, utility pull boxes and other utility structures shall be placed in accordance with applicable Specification Sections.

F. Pavement Section:

1. Above the pipe zone to below the flexible base material, deposit earth backfill from excavated material, compact to minimum of 95 percent of maximum density per ASTM D698, while maintaining moisture within ± 2 percent of optimum; or deposit ASTM D2487 Class II material in 6-inch lifts, compact to 40 percent relative density according to ASTM D4254.

2. For valves, fittings, manholes, valve vaults or boxes in pavement sections, backfill with Class II material to bottom of proposed pavement. Backfill material shall be deposited in 6-inch lifts. Class II material must be compacted to 40 percent relative density according to ASTM D4254.

3.6 DISPOSAL OF EXCESS MATERIAL:

A. Remove waste and excess excavated material from the construction site before final inspection. Legally dispose of material:

1. At a licensed and approved site.

2. On adjacent private property with written and notarized permission from the property owner.

3. On Owner property with written and notarized permission from the Owner.

B. All cost associated with waste material removal and disposal shall be paid for by the Contractor.

END OF SECTION

SECTION 02226

EXCAVATION, BACKFILLING AND COMPACTING FOR PAVEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Excavating, Backfilling and Compacting for establishing pavement subgrade elevations. Installation of flexible base material as a finished roadway material, or as a subgrade material for asphaltic concrete paving.

1.2 REFERENCES:

A. ASTM D698 — Moisture — Density Relations of soils (standard).

B. ASTM D1557 – Moisture-Density Relations of soils (modified).

C. ASTM D4318 — Test for liquid limit, plastic limit and plasticity index of soils.

D. ASTM D3017 — Moisture content of Soil and Soil Aggregate In-Place by Nuclear Methods.

E. ASTM D2992 — Density of Soil and Soil Aggregate In-Place by Nuclear Methods.

F. TxDOT — Texas Department of Transportation Standard Specifications.

1.3 SUBMITTALS:

A. Procedures for submittals: Reference paragraph 1.3, Section 02210.

1.4 DEFINITION:

A. Classification: Earthwork materials are classified in accordance with definitions in this article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. Pavement Fill: Fill material excavated on-site or off-site consisting of inorganic sandy clay or clayey sand.

D. Natural Subgrade: Consists of that portion of the surface on which a compacted embankment or pavement is constructed, after removal of 6-inch topsoil layer, as described in Section 02110.

E. Compacted Fill: A subgrade under pavement consisting of fill placed and compacted between the top of the compacted natural subgrade and underside of pavement and including fill areas adjacent to paving within limits shown on typical cross sections.

F. Borrow: Material taken from approved areas to makeup any deficit of excavated material.

G. Finish grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substance encountered within the grading limits of the project to the lines and grades indicated in the drawings.

I. Compaction: Compaction of soil materials shall be measured as a percent of standard or modified proctor density at the specified moisture content as determined by ASTM D698 or ASTM D1557.

J. Flexible Base: Material meeting TxDOT Item 247, "Flexible Base".

1.5 EXISTING UTILITIES:

A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the drawings, immediately notify the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Fill under pavement:

1. On-site excavated material or material excavated from approved source.
2. Plasticity index between 6 and 15.
3. Liquid limit of 35 or less.
4. No rock or pieces larger than 3 inches greatest dimension.
5. All fill soils shall be free of organic material and debris.

B. Flexible Base: TxDOT Item 247, Type A, Grade 2, or better.

PART 3 EXECUTION:

3.1 HANDLING OF TOPSOIL:

A. Remove top 6 inches of topsoil within limits of the paving section and area adjacent to paving section as required and stockpile. Protect stockpiles of topsoil from other excavated materials, dumping of unwanted material and dumping by the public.

3.2 STRIPPING OF GROUND SURFACE:

A. All vegetation, all decayed vegetable matter, rubbish and other unsuitable material within areas to be graded, not removed by clearing, shall be stripped or otherwise removed to ground level before grading or other earthwork is started. In no case will such material be allowed to remain in or on the areas to be graded.

3.3 EXCAVATION:

A. Objective: Excavate to lines, grades and elevations required for subsequent construction of pavement fill, flexible base, or pavement. Remove materials within the indicated limits and dispose as directed.

B. Drainage: During excavation, maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert water and prevent interference or delay or the work.

C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Engineer approved areas for later use.

D. Stone or Rock: Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress, cut and fill slope, cross section and alignment.

3.4 NATURAL SUBGRADE UNDER PAVEMENTS:

A. Remove existing earth as required for placement of pavement section. Proof roll excavated surface with 20 ton or larger roller to identify soft or undesirable material and remove such soft or undesirable material to suitable material beneath. Break down sides of holes or depressions to flatten the slopes.

B. Fill any such holes or depression with appropriate soil with similar classification, moisture content and density as adjacent soils.

C. Grade adjustments within pavement construction limits shall be accomplished with pavement fill, placed in maximum 8-inch lifts moistened and compacted as specified in this section.

D. After depressions have been filled, grade adjustments made and immediately before placement of pavement section, thoroughly loosen the material to depth of 6 inches. Remove roots and debris turned up while loosening the soil. Adjust moisture and recompact the subgrade.

3.5 PLACING PAVEMENT FILL FOR GRADE ADJUSTMENTS:

A. Inspection of natural subgrade: Do not place pavement fill for grade adjustments to the natural subgrade until the surface has been examined by the Engineer.

B. Prior to placing pavement fill, scarify the natural subgrade to a depth of 6 inches. As needed, adjust the moisture content to between optimum and plus 4 percent. Recompact the subgrade to a density between 95% and 98% of the maximum standard proctor density, as determined by ASTM D698.

C. Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that are uncovered in the fill material.

D. Spreading Fill: After dumping, spread the pavement fill in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches. Place fill adjacent to pavement section to elevations indicated.

E. Attaining proper bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing work.

F. Flexible Base Course: Place and compact flexible base course under pavement sections, or for roadways where indicated. Compact to a density between 95 and 100 percent of the maximum dry density at ±2 percent of optimum moisture content per ASTM D1557. The thickness of each layer before compaction shall not exceed 8 inches.

3.6 MOISTURE CONTROL:

A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content of the pavement fill and flexible base fill shall not vary from the optimum, as determined by ASTM D698 or ASTM 1557, by ranging between -2 and +4 percent of optimum. The moisture content of the natural subgrade under pavement sections, including grade adjustments with pavement fill, as determined by ASTM D698 shall range from optimum to +4 percent of optimum.

B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by dicing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.7 COMPACTION:

A. Compact each layer of pavement select fill with suitable rollers as necessary to obtain a dry density of 95% to 98% maximum dry density within the specified range of the moisture content, according to ASTM D698.

B. Compact each layer of flex base as necessary to obtain a dry density of 95% to 100% maximum dry density within the specified range of the moisture content, according to ASTM D1557.

3.8 MATERIAL DISPOSAL:

A. Excess excavated material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted). Remove excess excavated material from the construction site before pre-final inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property Owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

B. Waste material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted). Remove waste material from the project site before pre-final inspection.

3.9 TESTING:

A. Laboratory testing and inspection services: As specified in Section 01400 - Quality Control.

END OF SECTION

SECTION 02607

SANITARY SEWER FIBERGLASS MANHOLES AND COVERS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Furnishing of all work necessary to accomplish and complete the installation of fiberglass reinforced polyester (FRP) manholes, rings, covers, anchorage, and accessories.

1.2 REFERENCES:

A. ASTM A48--Gray Iron Castings.

B. ASTM C923--Resilient Connectors Between Manhole Structures and Pipes.

C. ASTM C1244--Standard Test Method for Sewer Manholes by Negative Air Pressure (Vacuum) Test.

D. ASTM D-3753: Standard Specification for Glass-Fiber Reinforced Polyester Manholes.

E. AASHTO H-20: Axial Loading.

F. 30 TAC 217.-Texas Administrative Code, Volume 30, Chapter 217, Design Criteria for Domestic Wastewater Systems. 217.55 – Manholes and Related Structures.

G. 30 TAC 217.-Texas Administrative Code, Volume 30, Chapter 217, Design Criteria for Domestic Wastewater Systems. 217.58 – Testing Requirements for Manholes.

1.3 SUBMITTALS FOR REVIEW:

A. Section 01300 - Submittals: Procedures for Submittals.

B. Product Data: Provide manhole covers, component construction, features, configuration, dimensions and manufacturer name and address.

C. Certification:

1. Certification shall be made the basis of acceptance. This shall consist of a copy of the manufacturer's test report or a statement by the supplier, accompanied by a copy of the test results, that the manhole has been sampled, tested, and inspected in accordance with the provisions of ASTM 3753 and this specification, and meets all requirements. Each certification so furnished shall be signed by an authorized agent of the supplier or manufacturer.

1.4 QUALIFICATIONS:

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.5 QUALITY ASSURANCE/QUALITY CONTROL:

A. Examination: Each manhole component part shall be examined for dimensional requirements, hardness, and workmanship.

B. Composition Control:

1. Controls on glass and resin content shall be maintained for all manufacturing processes and for each portion of manhole fabrication. Records shall be maintained of these control checks. Proper glass content may be shown by glass usage checks, by glass and resin application rate checks, in accordance with the material composition test in ASTM 8.8.1.

2. All required ASTM 3753 testing shall be completed and records of all testing shall be kept and copies of test results shall be presented to customer upon written request within a reasonable time period.

1.6 HANDLING AND STORAGE:

A. Do not drop or impact the fiberglass manhole. Lift manhole with two slings on spreader bar in horizontal position or by use of 4" x 4" timber inserted crosswise inside the manhole to the underside of the collar with a rope or chain attached to backhoe or other lifting device. Manhole may be rolled, however, insure that ground is smooth and free of rocks, debris, etc. Use of chains or cables in contact with manhole surface is prohibited.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Manhole Manufacturers:

1. L.F. Manufacturing, Inc., Giddings, Texas
2. Fluid Containment, Inc., Conroe, Texas
3. Or Engineer approved equal.

B. Ring and Cover Manufacturers:

1. East Jordan Iron Works.
2. Neenah Foundries.
3. Vulcan Foundries.
4. or Engineer approved equal.

C. Resilient Connector Manufacturers:

1. INSERTA TEE.

2. A-Lock.
3. Kor-N-Seal
4. Or Engineer approved equal.

2.2 COMPONENTS:

A. Manhole:

1. Dimensions: The manhole shall be a circular cylinder, reduced at the top to a circular manway not smaller than 30″ inside diameter. Manholes shall be produced in half foot increments of length +/- 2″. Nominal inside diameter shall be 48″ or 60″, as indicated. Tolerance on the inside diameter shall be +/- 1%. The minimum wall thickness for all FRP manholes at all depths shall be 0.480″.

2. Configuration:

a. Cone Sections: The manway reducer must provide a bearing surface on which a standard ring and cover may be supported and adjusted to grade. The reducer shall be concentric and shall be joined to the barrel section at the factory with resin and glass fiber reinforcement, thus providing required monolithic design to prevent infiltration and/or exfiltration through the manhole.

b. Manway reducer cone section shall be self-centering to permit vertical height adjustment (raising or lowering) of manhole by contractor utilizing manufacturer provided materials and detailed written instructions.

3. Class: The manhole shall be manufactured in one class of load rating. This class shall be H-20 wheel load (minimum 16,000 pounds dynamic wheel load).

4. Connections:

a. Watertight, size-on-size resilient connectors allowing for differential settlement shall be used to connect pipe to manholes. Pipe to manhole connectors shall conform to ASTM C923 or shall be InsertaTee as shown in the plans and specification details.

b. Joints for sewer pipe for line and drop connections in sizes 4-inches to 18-inches shall be made by means of gasketed inserted watertight compression connection or approved equal as shown in the plans and details. Install in accordance with the manufacturer's written instructions.

5. Pipe Stubouts:

   a. Install rubber gasketed PVC sewer pipe stubouts to manhole with resin and glass-fiber reinforced lay-up. Gaskets shall meet the same performance requirements of the sewer pipe to be installed unless otherwise directed by the Engineer. Resin and fiberglass shall be of the same type and grade as used in the fabrication of the fiberglass manhole.

   b. Install PVC or fiberglass reinforced pipe stubouts for use with resilient pipe-to-manhole connectors (boots) which conform to the performance requirements of ASTM C923.

6. Manhole Bottom:

   a. Manhole bottoms sections shall be furnished with an integral 3″ wide anchoring flange.

   b. Invert and bench shall be field installed utilizing concrete to the requirements of Division 03300.

   c. Invert and bench may be factory installed utilizing non-corrosive materials encapsulated in fiberglass minimum 1/4″ thick.

   d. Units deeper than 25′ may require additional reinforcement as required. Fiberglass ribs or fiberglass structural members may be utilized to meet the design criteria. Stiffeners shall be of non-corrosive materials encapsulated in fiberglass. FRP encapsulated wood or lumber will not be permitted.

7. Marking and Identification: All manholes shall be marked in letters no less than 1″ in height with the following information:

   a. Manufacturers Identification
   b. Manufacturers Serial Number
   c. Manhole Length
   d. ASTM Designation
   e. Installation assist marks (vertical lines 90^0 apart at base of manhole).

8. Materials:

   a. Resin: The resins used shall be unsaturated, supplier certified, isophthalic polyester resins. Mixing lots of resin from different manufacturers, or “odd-lotting” of resins shall not be permitted. Quality-assurance records on the resin shall be maintained. Non-pigmented Resin is required to allow for light or “sand” color of manhole surface in order to facilitate easy from grade interior inspection. UV Inhibitors shall be added directly to resins to prevent photo degradation. Exterior gel-coating shall not be permitted.

b. Reinforcing Materials: The reinforcing materials shall be commercial grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or both, having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.

c. Surfacing Material: If reinforcing material is used on the surface exposed to the contained substance, it shall be a commercial grade chemical-resistant glass or organic surfacing mat having a coupling agent that will provide a suitable bond with the resin.

d. Fillers and Additives: Fillers, when used, shall be inert to the environment and manhole construction. additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used to meet the requirements of this standard. However, calcium carbonate mixed by the fabricator shall not be permitted. The resulting reinforced plastic material must meet the requirement of this specification.

e. Laminate: The laminate shall consist of multiple layers of glass matting and resin. The surface exposed to the sewer/chemical environment shall be resin rich and shall have no exposed fibers.

9. Manufacture: Manhole cylinders, manway reducers, and connectors shall be produced from glass fiber-reinforced polyester resin.

10. Interior Access: All manholes shall be designed so that a ladder can be supported by the installed manhole. Manway openings shall accommodate a heavy-duty, traffic rated ring and cover with 30-inch nominal size opening.

11. Manway Reducer: Manway reducers shall be concentric with respect to the larger portion of the manhole.

12. Cover Ring and Support: The manhole shall provide an area from which a typical ring and cover plate can be supported without damage to the manhole.

B. Requirements:

1. Exterior Surface: The exterior surface shall be relatively smooth with no sharp projections. Hand-work finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than 0.5" in diameter, delamination and fiber show.

2. Interior Surface: The interior surfaces shall be resin rich with no exposed fibers. Interior surface shall be smooth for improved corrosion resistance and reduced sludge build-up. The surface shall be free of crazing, delamination, blisters larger than 0.5" in

diameter, and wrinkles of 0.125″ or greater in depth. Surface pits shall be permitted up to 6′ 2″ if they are less than 0.75″ in diameter and less than 0.0625″ deep. Voids that cannot be broken with finger pressure and that are entirely below the resin surface shall be permitted up to 4′ 2″ if they are less than 0.5″ in diameter and less than 0.0625″ thick.

3. Repairs: Any manhole repair is required to meet all requirements of this specification.

4. Manhole Lengths: Manhole lengths shall be in whole or half foot increments +/- 2″.

5. Load Rating: The complete manhole shall have a minimum dynamic load rating of 16,000 lbf. when tested in accordance with ASTM 3753, 8.4 (note 1). To establish this rating the complete manhole shall not leak, crack, or suffer other damage when load tested to 40,000 lbf and shall not deflect vertically downward more than 0.25″ at the point of load application when loaded to 24,000 lb.

6. Stiffness: The cylindrical portion of the manhole is to be tested in accordance with ASTM Method D 2412. The manhole cylinder shall have the minimum pipe-stiffness values shown in the table below, when tested in accordance with ASTM 3753, Section 8.5, (note 1).

Manhole Length (ft)	PSI
3 - 6	0.72
7 - 12	1.26
3 - 20	2.01
21 - 25	3.02
26 - 35	5.24

7. Soundness: In order to determine soundness, an air or water test is to be applied to the manhole test sample. While holding the pressure between 3 -5 psi, the entire manhole must be inspected for leaks. Any leakage through the laminate is cause for failure of the test. Refer to ASTM 3753, Sec. 8.6.

8. Chemical Resistance: Per ASTM C 581; (see ASTM 3753, Section 8.7), Flexural strength, flexural modulus, and Barcol hardness are plotted versus time on log-log coordinates. The line defined by these points is extrapolated to 100,000 hours. The minimum extrapolation retention allowed for any of these properties is 50%. Test samples used are actual pieces of manhole or samples manufactured in a manner consistent in every way with the manhole component construction.

9. Physical Properties:

Flexural Strength (cone):	Hoop:	15.4 x 103 psi
	Axial:	17.2 x 103 psi

Flexural Strength (pipe):	Hoop:	22.5 x 103 psi
	Axial:	14.3 x 103 psi
Compressive Strength:		18.9 x 103 psi

10. Test Methods: All tests shall be performed as specified in ASTM 3753, Section 8, Titled “Test Methods”. See ASTM 3753, Section 8, Note 5, for Test method D-790 and test method D-695.

C. Lid and ring:

1. ASTM A48, Class 30B cast iron construction, nominal 30-inch, machined flat bearing surface, heavy-duty ring and lid shall weigh at least 300 pounds; with a minimum live load rating of 20,000 pounds wheel load; removable lid; sealing gasket; lid molded with manufacturer's name;' and the words "SANITARY SEWER."

2. Castings shall be of uniform quality, free from sand holes, shrinkage, cracks, cold cuts or other defects. Castings shall be smooth and well-cleaned by shot blasting.

3. Install a water-tight, bolted and gasketed manhole ring and cover where indicated on plans.

PART 3 EXECUTION

3.1 EXAMINATION:

A. Verify items provided by other sections of work are properly sized and located.

B. Verify that built-in items are in proper location, and ready for roughing into Work.

C. Verify that excavation for manholes is correct.

D. FRP manholes shall be inspected when delivered and all cracked or otherwise visible defective units will be rejected. Remove rejected materials from the Project.

3.2 PREPARATION:

A. Coordinate placement of inlet and outlet pipes required by other sections.

3.3 INSTALLATION METHODS:

A. General: The manhole installation should strictly follow the manufacturer’s recommended installation procedures. Manufacturer’s specific installation instructions must be consulted before actual installation is performed.

B. In addition to these instructions, local codes may apply and should be consulted as applicable in manhole installation. Correct manhole installation requires proper concrete foundation, good backfill and proper

handling to prevent manhole damage and insure long-term corrosion resistant service.

C. Prepare excavation/make manhole pipe cut-outs for stubout connections: Prepare excavation in a normal manner. Excavation at manhole location should be at least wide enough to accommodate the slab specified and to provide working room around manhole. Insure the depth of manhole is sufficient to allow at least one HDPE adjustment ring for adjustment of ring and cover at top of final grade. Pipe cut-outs at the flowline are made in manhole prior to setting manhole in place over pipe in trench. Quarter marks have been provided on barrel to facilitate alignment of cut-outs.

D. Subgrade materials shall be excavated to a uniform depth needed to permit the installation of Class II material, as specified in Section 02225 and shown, to attain proper line and grade.

E. The elevation of the Class II material shall be adjusted as required to attain proper grade and alignment of the base section.

F. Manhole foundation and manhole invert may be installed simultaneously if manhole section is supported on concrete blocks and foundation concrete is placed under and around bottom section.

G. Set Manhole: To lift manhole, insert 4″ x 4″ timber crosswise inside the manhole to the underside of the collar with a rope or chain attached to backhoe or other lifting device. Lower manhole into wet concrete base to a minimum depth of 4″ below the flow line. Minimum 2″ thick concrete bearing surface beneath bottom edge of the manhole is required. Plumb manhole using standard bubble level and by moving manhole with hands. Work concrete around manhole base and 6 inch minimum over incoming lines. Inverts and laterals are made following standard procedures.

H. Heat materials for casting in place in freezing weather and protect work from cold. Maintain temperature of work at 40 degrees F. for at least 24 hours after placement.

I. Grout manhole inverts to achieve slope to exit piping. Grout shall be installed monolithically. Construct manhole foundation and channel inverts integrally for cast in place manhole foundations. See Standard Details in Plans and Specifications.

J. Invert Channels: Inverts: The bottom of the manhole shall be provided with a "U" shaped channel that is as much as possible a smooth continuation of the inlet and outlet pipes.

1. For manholes connected to pipes less than 15-inches in diameter the channel depth shall be at least half the largest pipe diameter.

2. In manholes with pipes of different sizes, the tops of the pipes shall be placed at the same elevation and flow channels in the invert sloped on an even slope from pipe to pipe. The bench provided

above the channel shall be sloped at a minimum of 0.5-inch per foot.

3. Manhole inverts shall be filleted to prevent solids deposition.

4. Drop Manholes: A drop manhole as shown in the details shall be provided for a sewer entering a manhole more than 24-inches above the invert.

K. The connecting pipe for installation with resilient connectors shall be plain end, square cut spigots which shall not protrude more than one (1) inch inside the manhole wall.

L. Make all connections watertight using rubber gasket or size-on-size resilient connectors allowing for differential settlement. All connections shall be at flowline of manhole.

M. Stubs-outs for future connections shall be provided at the locations shown and be between three (3) and four (4) feet in length and terminated in a bell and plug.

N. Set rings and covers level to correct elevations. Within the confines of a roadway, the cover of the manhole shall match the finish grade of the roadway.

O. Coordinate with other sections or work to provide correct size, shape, and location.

P. Backfill: Backfilling is done just as soon as the concrete base has hardened enough to provide sufficient support for manhole and fill. Sand, free of large stones and debris shall be used for backfill. Backfill should be placed evenly around manhole in 12" maximum lifts and should thoroughly tamped to 90% standard proctor density before the next layer is installed.

Q. Bring to Grade: Construct chimney on flat shoulder of manhole using high density polyethylene (HDPE) grade adjustment rings (Refer to Section 02210).

3.4 INSPECTION:

A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representative of the owner. Such inspections shall be made at the place of manufacture, or at site of delivery, and the sections shall be subject to rejection on account of failure to meet any of the specification requirements. Sections rejected after delivery to the job site shall be marked for identification and shall be removed from the job at once. All sections which have been damaged after delivery will be rejected, and if already installed shall be acceptable if repaired or removed and replaced at the contractor's expense.

B. At the time of inspection the material will be examined for compliance with the requirements of this specification and the approved drawings.

3.5 TESTING:

A. Manholes shall be tested for leakage separately and independently of the wastewater lines by hydrostatic exfiltration testing, vacuum testing, or other approved methods. All testing shall be performed under the observation of the Engineer.

B. Testing must meet the requirements of 30 TAC 217.58.

C. If a manhole fails a leakage test, the manhole must be made water-tight and retested at the Contractor's expense.

D. Hydrostatic Exfiltration Testing

1. The maximum leakage for hydrostatic testing shall be 0.025 gallons per foot diameter, per foot of manhole depth per hour.

2. All wastewater lines coming into the manhole shall be sealed with an internal pipe plug, then the manhole shall be filled with water and maintained full for at least one hour.

E. Vacuum Testing

1. Each manhole shall be tested immediately after assembly and prior to backfilling. The entire exterior of the manhole shall be exposed prior to vacuum testing.

2. All pipes entering the manhole shall be plugged, taking care to securely brace the plugs to prevent them from being drawn into the manhole.

3. Stubouts, manhole boots and pipe plugs shall be secured to prevent movement while the vacuum is drawn.

4. If the test cover used is to be attached to the top of the manhole with external clamps, the test cover shall be secured and properly torqued in place, in accordance with the manufacturers' recommendations.

5. The test cover shall be placed at the top of the cone section and sealed in accordance with the manufacturers' recommendation.

6. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches of mercury. The manhole shall pass if the time is greater than 2 minutes. If the manhole fails the initial test, necessary repairs shall be made while the vacuum is still being drawn. If the manhole fails a second time, repairs should again be made and the manhole shall be tested by means of a

hydrostatic test. If any manhole fails the hydrostatic test, after failing the vacuum test twice, the Contractor should consider replacing that manhole. If the Contractor chooses to attempt to repair that manhole, the manhole must be retested by means of the hydrostatic test until it passes.

3.6 MEASUREMENT AND PAYMENT:

A. Sanitary sewer manhole will be measured from the top of the ground to the sanitary sewer invert. Manholes shall be paid at the contract bid price per each at the various depths.

END OF SECTION

SECTION 02731

SMALL DIAMETER SANITARY SEWER SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Sanitary sewer lines 18 inches in diameter and less.

1.2 SUBMITTALS:

A. Section 01300 - Procedures for Submittals.

B. Product Data: Manufacturer's product data sheets on all materials incorporated into work.

C. Quality Control Submittals:

1. Certificates: Manufacturer's certificates attesting compliance with applicable Specifications for grades, types, classes, and other properties.

D. Contract Closeout Submittals:

1. Project Record Documents: Submit documentation according to Section 01700. Accurately record installed locations of valves, piping, and service connections, and accessories.

1.3 QUALITY ASSURANCE:

A. Install in accordance with manufacturer's recommendations.

1.4 DELIVERY, STORAGE, AND HANDLING:

A. Each load of pipe delivered to the job site may be inspected by the Engineer.

PART 2 PRODUCTS

2.1 GRAVITY SYSTEMS:

A. Pipe:

1. ASTM F679, PS 115 (SDR-26) PVC

2.2 PRESSURE SYSTEMS:

A. Pipe:

1. Stainless Steel 316, Schedule 10

2. Ductile iron pipe meeting ANSI/AWWA C115/A21.15 and ANSI/AWWA C151/A21.51. Ductile iron pipe shall have a minimum pressure Class of 250 unless otherwise noted, and flanges shall be Class 125 meeting ANSI/AWWA C110/A21.10 (250 psi working pressure.) Pipe shall be cement-lined in accordance with ANSI/AWWA C104/A24.4 and shall have a bituminous-coated exterior per ANSI/AWWA C151/A21.51 or C115/A21.15 for flanged pipe.

3. AWWA C900 DR18, Pressure Class 150, per AWWA C900.

B. Joints:

1. PVC & Ductile Iron Pipe:

a. Joint material for shall be rubber-gasket type conforming to ANSI/AWWA C111/A21.11.

b. The gaskets shall be furnished by the manufacturer.

C. Fittings:

1. Ductile Iron - Fittings shall be flanged-type (restrained-type, mechanically-jointed) meeting ANSI/AWWA C153/A21.10 Class 125 flanges (ANSI/AWWA C153/A21.53) and ANSI/AWWA C115/A21.15. Fittings shall be cement-lined per ANSI/AWWA C104/A21.4 and have a bituminous-coated exterior per ANSI/AWWA C151/A21.51 or C115/A21.15 for flanged fittings.

2. AWWA C900 - Mechanically-jointed, ductile iron fittings meeting ANSI/AWWA C153/A21.53. The exterior shall be bituminous-coated per ANSI/AWWA C151/A21.51 or C115/A21.15 for flanged fittings. Interiors shall be cement-lined per ANSI/AWWA C104/A21.4.

2.3 ACCESSORIES:

A. Valves:

1. Plug Valves – Full-port plug valve suitable for raw wastewater use with hand lever.

a. ValMatic Cam-Centric, DeZurik Eccentric or approved equivalent.

2. Swing Check Valve – Suitable for raw wastewater use with surge protection and mechanical disc position indicator.

a. Val-Matic Surgebuster or approved equivalent.

3. Gate Valve – Resilient seat gate valve suitable for raw wastewater use.

a. EJIW, Mueller, M&H or approved equivalent.

4. Valve Covers - Cast iron, tight fit to 6-inch diameter PVC riser.

a. Tyler pipe No. 6850 Series or approved equivalent.

PART 3 EXECUTION

3.1 PREPARATION:

A. Stake locations of fittings, valves and accessories prior to installation for review by Engineer.

B. Prior to installation, remove foreign matter from within pipes, fittings, and valves. Verify material is in satisfactory condition and that valves operate properly.

3.2 SETTING VALVES AND VALVE BOXES:

A. Install valves and valve boxes where shown. Set valves plumb and as detailed. Center valve boxes on valves. Locate valves away from roads or streets. Carefully tamp earth around each valve box for a minimum radius of four (4) feet, or to undisturbed trench face if less than four (4) feet.

3.3 PIPE INSTALLATION:

A. Preparation:

1. Do not lay pipe in water, or when trench or weather are unsuitable for work. Keep water out of trench until jointing is complete and bedding is placed to top of pipe. When work is not in progress, close ends of pipe and fittings securely so that no trench water, earth or other substances will enter pipes or fittings.

2. Keep inside of pipe free from foreign matter during operations by plugging or other approved method.

3. Place pipe so that full length of each section rests solidly upon pipe bed, with recesses excavated to accommodate bells and joints. Take up and re-lay pipe when grade or joint is disturbed after laying.

4. Handle pipe and accessories so that pipe placed in trench is sound and undamaged. Take particular care not to injure pipe coating when applicable.

5. Cut neatly, using approved type mechanical cutter without damaging pipe. Use wheel cutters when practicable.

B. Excavation, Compaction and Backfill: In accordance with Section 02225, Excavating, Backfilling, and Compacting for Utilities.

C. Bedding: In accordance with Section 02225 and as shown.

D. Placing and Laying:

1. Set and bury lines accurately to grades as shown.

2. Do not exceed 75 percent of pipe manufacturer's recommendations for deflections from straight line or grade as required by vertical curves, horizontal curves, or offsets. If alignment requires deflections in excess of these limitations, use fittings.

3. Intersecting lines shall be joined by an appropriate fitting.

4. Any adjustment to obtain correct line shall be made by tamping or removing soil and in no case by wedging or blocking pipe.

E. Joints:

1. Install mechanical and flanged joints in accordance with manufacturer's recommendations.

2. Make push-on joints in accordance with manufacturer's recommendations. Lay spigot ends downstream and push-on to full depth.

F. Anchorage of Fittings - Thrust Block: Anchor trees, bends and plugged, valved or capped ends of lines of water mains with Class B concrete thrust blocks as necessary and as shown. Place blocks so that the joints will be accessible for inspection and repair.

3.4 WATER LINE CROSSINGS:

A. No sanitary sewer line shall be installed within nine (9) feet (in all directions) of a water line. Where the nine (9) foot separation is not possible, the following shall apply:

1. Where sanitary sewers are parallel to a water line, the sewer shall be constructed of cast iron, ductile iron, or SDR-26 PVC. Pressure rating for both pipes and fittings shall be a minimum of 150 psi. The sewer shall be a minimum of two (2) feet vertically and a minimum of four (4) feet horizontally from the water line (measured from the outside). The sewer shall be located below the water line.

2. Where a sanitary sewer crosses a water line and the sewer is constructed of cast iron, ductile iron or SDR-26 PVC (with a minimum pressure rating of 150 psi for both pipe and fittings), a minimum distance of six (6) inches between outside diameters shall be maintained. The sewer shall be located below the water line and one length of sewer pipe shall be centered at the water line crossing.

3. Where a sanitary sewer crosses a water line and the sewer is constructed of similar plastic composite pipe, clay pipe, or concrete pipe with gasketed joints, a minimum of two (2) feet of separation shall be maintained. The initial backfill shall be cement stabilized sand (minimum of two (2) sacks of cement per cubic yard of sand) for all sections of sewer piping within nine (9) feet of the water line. The initial backfill shall be from 1/4 pipe diameter below the centerline of the pipe to one (1) pipe diameter (but not less than 12 inches) above the top of the sewer pipe.

4. Optional: Where a sanitary sewer crosses a water line, the sewer may be encased in a joint of 150 psi pipe at least 18 feet long and two (2) nominal pipe sizes larger than the sewer pipe. The sewer pipe shall be supported at five (5) feet intervals with spacers or the casing may be filled to the spring line with washed sand. The casing shall be centered on the water line crossing with both ends sealed with non-shrink grout or a manufacturer's seal.

3.5 SERVICE CONNECTIONS:

A. Service connections shall be installed at each house, building, or other location as shown.

B. The actual location of each service connection shall be verified by the Contractor. The Contractor shall confirm the location of the service connections with the Engineer.

C. A service connection shall consist of four (4) inch outlet wye (or tee). The outlet shall be installed in the main line with the branch tilted up at an angle of 30 or 45 degrees.

D. Connection: Unless otherwise noted, the service shall be four (4) inch diameter, SDR-35 PVC pipe. This service line shall extend to the property line where it will either terminate or be connected to an existing service line. The service shall be installed on a minimum grade of 0.75 percent. If the service line is terminated, the Contractor shall close the line with a PVC stopper tightly set with solvent. The Contractor shall mark all terminated service lines with a 2 x 4 wooden stake or suitable marker. The stake (marker) shall extend from the end of the service line to 18 inches above grade.

E. No connections shall be made to an existing service line until the affected main and all new mains downstream of the connection have been properly tested, accepted, and approved for use by the Engineer.

3.6 TESTING AND INSPECTION:

A. Low-pressure Air Tests:

1. A low-pressure air test shall be performed after completing a section of sewer line.

2. The exfiltration test shall conform to 30 TAC 217.57(a)(1) using procedures described in ASTM F1417 (Polyvinyl chloride PVC) except for testing times. Testing time shall be calculated based on 30 TAC 217.57(a)(1)(B)(ii).

3. The tests shall be performed under the observation of the Owner and Engineer.

4. If the exfiltration exceeds the maximum allowable amount, the Contractor shall replace or repair the section of the sewer line necessary to meet the specified limits.

B. Pressure Systems:

1. All pressure pipe installations and installations utilizing horizontal pipe curvature shall be tested for leakage using a hydrostatic test.

2. Hydrostatic tests for pressure systems shall be performed in accordance with 30 TAC 217.68 Force Main Testing.

3. If the exfiltration exceeds the maximum allowable amount, the Contractor shall replace or repair the section of the sewer line necessary to meet the specified limits.

C. Gravity Systems (Infiltration or Exfiltration):

1. The pipe shall be laid so that infiltration/exfiltration does not exceed 50 gallons per inch of diameter of pipe per mile of line for a 24 hour period.

2. The Contractor shall furnish a pump of sufficient capacity to remove the infiltration. The infiltration shall be measured by pumping a known volume in a known amount of time.

3. Hydrostatic Tests for gravity systems shall be performed in accordance with 30 TAC 217.57(a)(2) and as directed by the Engineer.

4. If the infiltration/exfiltration exceeds the maximum allowable amount, the Contractor shall replace or repair the section of the sewer line necessary to meet the specified limits.

D. Deflection Tests:

1. A deflection test shall be performed on all flexible pipes (PVC).

2. The deflection test shall conform to the requirements of 30 TAC 217.57(b) including testing after the final backfill has been in place for at least 30 days.

3. If the deflection exceeds the maximum allowable amount, the Contractor shall replace or repair the section of the sewer line necessary to meet the specified limits.

E. Upon completion of all required testing, the Contractor shall provide a signed and notarized affidavit certifying that the system has been tested and meets applicable requirements.

3.7 SYSTEM FLUSHING:

A. Upon completion of each sewer line, the Contractor shall flush the sewer line with a sufficient quantity of clean water. The flushing shall be performed until the water runs clear and clean.

B. The quantity of water shall be sufficient to properly flush the line and shall not be less than 200 gallons per minute.

3.8 FINAL INSPECTION:

A. Prior to final inspection, the Contractor shall complete all work on the portion of the line to be tested. The ditches shall be dressed and debris removed.

B. The final inspection shall include the entire length of the line and include cleanup.

C. All defects noted shall be repaired by the Contractor at his own expense, prior to final payment.

END OF SECTION

SECTION 03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Design, construction, erection and removal of concrete formwork.

B. Openings in formwork for other affected work.

C. Form accessories.

D. Installation of embedded items.

1.2 REFERENCES:

A. ACI 301-89--Specifications for Structural Concrete for Buildings.

B. ACI 347R-88--Recommended Practice for Concrete Formwork.

C. ASTM A120-84--Pipe, Steel, Black and Hot-Dipped Zinc - Coated (Galvanized) Welded and Seamless.

D. ASTM D226--Asphalt-Saturated Roofing Felt.

E. ASTM D1751--Preformed Expansion Joint Fillers (Bituminous Types).

F. PS 1-74--Construction and Industrial Plywood.

G. PS 20-70--American Softwood Lumber Standard.

1.3 SYSTEM DESCRIPTION:

A. Conventional Concrete Formwork:

1. Conventional formwork as specified in this Section for surfaces of cast-in-place concrete.

2. Extent of formwork is indicated by cast-in-place concrete elements shown on Drawings.

1.4 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Product Data: Manufacturer's product data sheets for accessories and waterstops.

1.5 QUALITY ASSURANCE:

A. Design Criteria: Conform to ACI 347, Chapter 1, and ACI 301.

B. Design Responsibility: Contractor is responsible for design, engineering and construction of formwork, including shoring and bracing.

1. Design formwork for loads, lateral pressures and allowable stresses in accordance with ACI 347.

2. Allow for other applicable requirements of authorities having jurisdiction.

3. Design camber into formwork to compensate for anticipated deflection during concrete placement where necessary to maintain specified tolerances.

4. Design formwork to allow removal without damage to concrete surfaces.

5. Contractor is responsible for determining when temporary supports, shores, backshores and other bracing may be safely removed.

C. Forming Methods:

1. Unless otherwise scheduled or specified, formwork as specified in this Section shall be used to form cast-in-place concrete elements.

2. Where soil is in stable enough condition that it can be shaped to a true and straight surface without caving or sloughing, the following members may be cast against neat cut excavations:

a. Unexposed sides of grade beams cast monolithically with slabs.

b. Sides of footings.

c. Pier caps.

1.6 DELIVERY, STORAGE, AND HANDLING:

A. Deliver, store, and handle materials to avoid damage. Store materials in accordance with manufacture's instructions with seals and labels intact and legible.

B. Deliver form materials in manufacture's packaging with installation instructions.

C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.

1.7 COORDINATION:

A. Notify Engineer at least 48 hours prior to completion of formwork so that the formwork may be observed. Do not place reinforcing steel or concrete until the forms have been observed.

B. Coordinate block-out sizes for rough openings for other work. Coordinate location and extent of items built-in to concrete formwork.

PART 2 PRODUCTS

2.1 FORM MATERIAL:

A. Framing: Kiln dried softwood lumber, PS20.

B. Smooth Forms:

1. Construct formwork with plywood; tempered, concrete-form hard board; dressed lumber with plywood or fiberboard lining; metal; plastic; or metal-framed plywood-faced panel material to provide continuous, straight smooth surfaces. Form material shall be free of raised grain, torn surfaces, worn edges, patches, dents or other defect. Furnish material in largest practical sizes to minimize the number of joints. Form material shall have sufficient strength and thickness to withstand the pressure of newly place concrete without bow or deflection.

2. Use smooth forms on interior and exterior concrete surfaces exposed to view in the completed structure, including exterior face of grade beams.

3. Unless otherwise shown or specified, as a minimum use plywood complying with U.S Product Standards PS-1, "B-B (Concrete Form) Plywood" Class 1, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible trademark of an approved inspection agency.

C. Rough Forms:

1. Construct forms of dressed or undressed lumber free of knots, splits or other defects; plywood; metal; or other acceptable material. Material shall have sufficient strength and thickness to withstand pressure of newly placed concrete without bow or deflection.

2. Rough forms may be used on concrete surfaces that will not be exposed to view in complete structures unless noted otherwise.

D. Shores: Wood or adjustable metal type with bearing plates and with double wedges at bottom.

E. Carton Forms:

1. Corrugated fiberboard box forms fabricated of natural Kraft with liners, completely impregnated with a polyethylene wax blend, and laminated with a waterproof adhesive. Boxes assembled with steel strappings.

2. Forms shaped to design and dimensions as indicated for formed voids.

3. Forms capable of supporting weight of concrete plus a live load of 20 psf on area supported by void form.

2.2 FORM ACCESSORIES:

A. Form Ties: Factory fabricated, adjustable length, removable or snap-off metal ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal. Provide ties so that portion remaining within concrete is at least 1-1/2 inch from outer surfaces. Provide water seal feature on ties used to form water bearing structures.

B. Form Coating: Commercial formulation of form oil or form-release agent having proven satisfactory performance. Coating shall not bond with, stain or adversely affect concrete surfaces nor impair subsequent treatment of concrete surfaces, including bonding agents, curing compounds and waterproofing.

C. Rustications, Bevels, Chamfers: Mill from Northern White Pine, smooth and free of irregularities. Preformed PVC strips may be used for corner chamfers.

D. Sleeves: Standard weight galvanized pipe, ASTM A120.

2.3 JOINTING ACCESSORIES:

A. Joint Fillers: Premolded mastic strips, asphaltic impregnated, ASTM D1751.

B. Bond Breaker: No. 30 asphalt saturated felt, ASTM D226.

C. Mastic Waterstop: Synko-Flex Preformed Plastic Waterstop by Synko-Flex Products Co. or Butyl Resin ConSeal CS-102 by Concrete Sealants, Inc.

PART 3 EXECUTION

3.1 FORMWORK CONSTRUCTION:

A. General:

1. Construct and maintain formwork, in accordance with ACI 347 and these Specifications, to maintain correct sizes of members, shape, alignment, elevation and position during concrete placement and until concrete has gained sufficient strength.

2. Provide for openings, offsets, keyways, recesses, moldings, anchorages and inserts, as required to accommodate other work including mechanical and electrical. Seal such openings to prevent leakage and loss of concrete matrix.

3. Construct forms for easy removal without damage to concrete surfaces.

4. Construct formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints to prevent leakage and fins.

5. Place chamfer strips in forms to bevel exposed edges and corners of members. Edges of formed joints and interior corners shall not be beveled unless shown or specified otherwise. Provide equipment bases with formed beveled edges on vertical and horizontal corners.

6. Provide temporary openings where areas of formwork are inaccessible for cleanout, inspection or concrete placement. Brace openings and set tightly to forms. Locate in as inconspicuous locations as possible.

7. If runways are required for moving equipment, provide for support of runways with struts or legs resting directly on formwork or structural member. Do not allow runways or supports to rest on reinforcing steel.

B. Forms for Surfaces Exposed to View:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Uniformly space form ties and align in horizontal and vertical rows.

2. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.

3. Form molding shapes, recesses and projections with smooth-finish materials and install in forms with sealed joints to prevent displacement.

4. Form exposed corners to produce square, smooth, solid, unbroken lines. Provide exterior exposed corners with 3/4 inch chamfer.

5. Arrange facing material in an orderly and symmetrical fashion. Keep number of form joints to a practical minimum. Support facing material adequately to prevent deflection in excess of allowable tolerances.

6. For flush surfaces exposed to view in the completed structure, overlap previously placed, hardened concrete with form sheathing by approximately one inch. Hold forms against hardened concrete to maintain true surfaces, preventing offsets or loss of mortar.

C. Edge Forms and Screed Strips (Rails) for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finish slab surfaces. Provide and secure units to support types of screeds required.

D. Formed Voids:

1. Level subgrade material to minimize protrusions on surface and set void boxes in accord with manufacturer's recommendations for purpose intended.

2. Where multiple units are required to cover an area, cover void boxes with cover sheets of material similar to material boxes are made of and staple down to boxes.

3. Top surface shall be plane and at design concrete soffit elevation.

4. Protect carton forms from moisture before concrete placing and form crushing during concrete placing. Remove and replace damaged carton forms prior to placing concrete.

3.2 TOLERANCES:

A. Construct formwork to maintain concrete surface tolerances in accordance with ACI 347, 3.3.1.

B. Establish sufficient control points and bench marks as references for tolerance checks. Maintain these references in undisturbed conditions until final completion and acceptance of project.

3.3 ADJUSTMENTS OF FORMWORK:

A. Use wedges or jacks to provide positive adjustment of shores and struts. Fasten wedges used for final adjustment of forms in position after final inspection and before concrete placement.

B. Securely brace forms against lateral deflections. Prepare to compensate for settling during concrete placement.

C. For openings, construct wood forms that facilitate any necessary loosening to counteract swelling of forms.

3.4 PREPARATION OF FORM SURFACES:

A. Before placing concrete, clean surfaces of forms and embedded materials. Remove accumulated mortar, grout, rust and other foreign matter.

B. Coat forms with form oil or form-release agent before placing reinforcement. Cover form surfaces with coating material used in strict accordance with the manufacturer's instructions. Do not allow excess coating material to accumulate in forms or to contact hardened concrete against which fresh concrete will be placed. Remove coating material from reinforcement before placing concrete.

3.5 INSERTS, EMBEDDED ITEMS, OPENINGS AND ACCESSORIES:

A. Make provisions for required installation of accessories, bolts, hangers, sleeves, anchor slots and inserts cast in concrete.

B. Obtain templates or instructions for installation of embedded items and anchor bolts.

C. Locate and set in place items which will be cast directly into concrete.

D. Install sleeves or formed openings for pipes, and other work passing through concrete members. Temporarily fill voids to prevent concrete intrusion.

E. Coat aluminum conduits, pipes and inserts embedded in structural concrete with heavy bituminous coating to prevent material-concrete reaction or electrolytic action between material and steel.

F. Coordinate work of other sections involved in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.

G. Install concrete accessories in accordance with manufacturer's recommendations; straight, level, and plumb. Ensure items are not disturbed during concrete placement.

H. Place joint filler in expansion joints. Place building felt bond breaker in control joints where scheduled.

3.6 REMOVAL OF FORMS:

A. Forms on vertical surfaces, when repair of surface defects or finishing is required before concrete is aged, may be removed in 24 hours provided concrete has hardened sufficiently to resist damage form removal operations.

B. Remove top forms on sloping surfaces of concrete as soon as concrete has attained sufficient stiffness to prevent sagging.

C. Loosen wood forms for openings as soon as this can be accomplished without damage to concrete.

D. Formwork for walls, sides of beams, and other parts not supporting weight of concrete may be removed after 24 hours provided that concrete has hardened sufficiently to resist damage from removal operations and

provided the removal of these forms will not disturb members supporting weight of concrete.

E. Forms and shoring used to support weight of concrete or construction loads shall remain in place until concrete has reached the minimum design strength specified for removal of forms and shoring. In no case shall forms be removed in less than 7 days.

F. Contractor, at his option and risk, may remove formwork after 7 full days have elapsed after completion of concrete placement, provided that in-place concrete has attained 75 percent of its specified 28 days ultimate compressive strength. At Contractor's expense, provide testing and verification of required specified concrete compressive strengths. In addition, when forms are removed there shall not be excessive deflection or distortion and no evidence of damage to concrete either due to removal of supports or to stripping operations. If such deficiencies are observed, the forms and supports shall remain in-place as specified above.

3.7 REMOVAL STRENGTH:

A. Control Tests: Suitable strength control tests shall be used as evidence that concrete has attained specified strength for removal of formwork or shoring supporting weight of concrete in beams, slabs and other structural members.

1. Field-Cured Test Cylinders. When field-cured test cylinders reach specified removal strength, formwork or shoring may be removed from respective concrete placements. Strength data from field-cured test cylinders shall be furnished by the Contractor.

2. Laboratory-Cured Test Cylinders: When concrete has been cured as specified for cast-in-place concrete for same time period required by laboratory-cured cylinders to reach specified strength, formwork or shoring may be removed from respective concrete placements. Determine length of time that the concrete placement has been cured by totaling number of days or fraction of days, not necessarily consecutive, during which air temperature surrounding concrete is above 50 degrees F and the concrete has been damp or thoroughly sealed against evaporation and loss of moisture.

B. Compressive Strengths: Minimum concrete compressive strengths for removal of formwork supporting weight of concrete shall be 100 percent of specified minimum 28-day strength of class of concrete involved.

3.8 RESHORING:

A. Reshoring is not permitted.

3.9 FORM REUSE:

A. Do not reuse forms that are worn or damaged beyond repair.

B. Thoroughly clean and recoat forms before reuse.

C. For wood and plywood forms to be used for exposed smooth finish, sand or otherwise dress concrete contact surface to original condition or provide form liner facing material. For metal forms, straighten, remove dents and clean to return to original condition.

3.10 WATERSTOP INSTALLATION:

A. Install waterstops continuous to form an impenetrable water barrier.

B. Install mastic waterstops in horizontal and vertical construction joints of:

1. Below grade walls up to 12 inch above finish grade.

2. Joints between below grade walls and slabs.

3. Walls and slabs of liquid-containing structures.

4. As indicated on Drawings.

C. Install mastic waterstops continuously in accordance with manufacturer's directions.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Reinforcing steel for concrete reinforcement except pre-stressing tendons.

B. Grouting of reinforcement dowel bars.

1.2 REFERENCES:

A. American Society for Testing and Materials (ASTM):

1. ASTM A82-Steel Wire, Plain, for Concrete Reinforcement.

2. ASTM A185-Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.

3. ASTM A615-Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

B. American Concrete Institute (ACI):

1. ACI 315-80-Detailing Reinforced Concrete Structures.
2. ACI 318-89-Building Code Requirements for Reinforced Concrete.

C. Concrete Reinforcing Steel Institute (CRSI): CRSI Manual of Standard Practice.

1.3 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Shop Drawings:

1. Indicate reinforcement fabrication, bar placement location, splices, spacing and bar designation, bar type, length, size, bending, number of bars, bar support type and other pertinent information, including dimensions. Information shall correspond directly to data listed on bill of materials.

2. Provide sufficient detail to permit placement of reinforcement without use of design drawings.

3. Detail shop drawings in accordance with ACI 315.

4. Include bill of materials to be reviewed with shop drawings.

1.4 DELIVERY, STORAGE AND HANDLING:

A. Store steel reinforcement above ground on platforms, skids, or other supports.

B. Protect reinforcing, as far as practicable, from mechanical injury, surface deterioration and rusting caused by exposure to weather.

1.5 COORDINATION:

A. Notify Engineer at least 48 hours prior to completion of reinforcement installation to allow for inspection of reinforcement placement.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Deformed Steel Bars: ASTM A615, grade 60 including Supplementary Requirements (SI), for bars except those shown on drawings as smooth bars.

B. Smooth Steel Bars: ASTM A615, grade 60, for bars shown on the drawings as smooth bars.

C. Welded Wire Fabric: ASTM A185, furnished in flat sheets only.

D. Tie Wire: 18-gauge annealed steel.

E. Bar Supports: Provide sufficient numbers of supports of strength required to carry reinforcement. Bar supports and accessories shall be of size required to provide specified concrete cover. Bar supports and other metal accessories shall meet requirements of CRSI Manual of Standard Practice. Use the following type legs for surfaces listed:

1. Slabs, Walls and Beams: Solid Plastic.

2. Slabs on grade: Precast concrete bar supports (as an alternate for solid plastic) 3-inch wide, 6-inch long and thick enough to allow required cover. Embed tie wires in 3-inch sides.

F. Epoxy Grout: High-strength rigid epoxy adhesive manufactured for purpose of anchoring dowels into hardened concrete.

2.2 FABRICATION:

A. Marking: Clearly mark bars with waterproof tags showing number of bars, size, mark, length and yield strength. Mark steel with same designation as member in which it occurs. Key marks to concrete placement number as designated on concrete placement sequence shop drawings.

B. Bending: Fabricate bars to the spaces shown on drawings by cold bending. Bends shall conform to minimum bend diameters specified in ACI 318. Do

not straighten or re-bend bars without specific approval.

C. Splices: Locate splices as shown. Where it is necessary to splice reinforcement at locations other than shown, splices shall be approved by Engineer. Use a minimum number of splices and locate them at points of minimum stress. Stagger splices in adjacent bars. Length of lap splices shall be in accordance with ACI 318 unless shown otherwise.

D. Construction Joints: Reinforcing shall be continuous through construction joints unless detailed otherwise.

E. Fabrication Tolerances: In accordance with fabrication tolerances of CRSI Standard.

PART 3 EXECUTION

3.1 PREPARATION:

A. Clean reinforcement free of scale, loose, or flaky rust, or other foreign material, including oil, mud, or coating that will reduce bond to concrete.

3.2 INSTALLTION:

A. Install reinforcing steel in accordance with applicable codes, reviewed shop drawings and CRSI Standard for details and methods of reinforcement placement and supports.

B. Installation Tolerances: Maintain tolerances in accordance with CRSI Standard.

C. Interferences: If reinforcing interferes with location of other reinforcing steel, conduits, or embedded items, bars may be moved within specified tolerances or one-bar diameter, whichever is greater. If greater movement of bars is required to avoid interferences, notify Engineer. Do not cut reinforcement to install inserts, conduits, mechanical openings, or other items without approval of Engineer.

D. Concrete Cover: Except as otherwise shown, provide a clear cover measured from reinforcement to face of concrete as follows:

Surfaces	Minimum Cover in Inches
Interior not exposed to weather:	
Slabs and walls	3/4
Beams and girders	1-1/2
Exterior formed surfaces not in contact with earth or fresh water:	
Slabs and walls, #5 and smaller bars	1
Slabs and walls, #6 thru #11 bars	
Formed surfaces	1-1/2
Beams and girders	2

Exterior formed surfaces in contact with earth or water:	
Slabs and walls, #5 and smaller bars	1-1/2
Slabs and walls, #6 thru #11 bars	2
Beams and girders	2-1/2
Footings:	
Top	2
Bottom and sides	3
Surfaces cast against and permanently exposed to earth	3

E. Placement in Forms:

1. Use spacers, chairs, wire ties and other accessory items necessary to properly assemble space and support reinforcing.

2. Provide accessories of sufficient number, size and strength to adequately prevent deflection, or displacement, of reinforcing due to construction loads or concrete placement.

3. Use appropriate accessories to position and support bolts, anchors and other embedded items.

4. Tie reinforcing bars at intersections and to accessories. Tie alternate intersections when spacing is less than 12 inches each way. When spacing is 12 inches each way or greater, tie at each intersection. Blocking reinforcement with concrete or masonry is prohibited.

F. Placement for Concrete on Ground:

1. Support reinforcement on chairs with sheet metal bases spaced at approximately 3 feet o.c. each way. Use a minimum of one support for each 9 sq. ft. Tie supports to reinforcing bars.

2. As an alternate, reinforcement may be supported on precast concrete blocks spaced at approximately 3 feet o.c. each way. Use a minimum of one block for each 9 sq. ft. Tie blocks to at least one reinforcing bar using tie wires embedded in block.

G. Splices:

1. Do not splice bars, except at location shown on drawings or reviewed shop drawings, without approval of Engineer.

2. Lap Splices: Tie securely with wire to prevent displacement of splices during placement of concrete.

H. Construction Joints: Place reinforcing continuous through construction joints unless detailed otherwise.

I. Expansion Joints:

1. Do not extend reinforcement through expansion joint.

2. Where shown or scheduled, install smooth steel bar dowels in expansion joints. Apply oil or grease to one end of dowels.

J. Welded Wire Fabric:

1. Install wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh plus 2-inch or 6-inch, whichever is larger, and lace splices with wire.

2. Do not make end laps midway between supporting beams, or directly over beams, or continuous structures.

3. Offset end laps in adjacent widths to prevent continuous laps.

K. Field Bending:

1. Shape reinforcing bent during construction operations to meet requirements of the drawings. Bars shall be cold-bent; do not heat bars.

2. Closely examine reinforcing for breaks. If reinforcing is damaged, replace, Cadweld or otherwise repair as directed by Engineer.

3. Do not bend reinforcement after it is embedded in concrete.

L. Welding: Welding of reinforcing bars is prohibited.

3.3 GROUTING OR REINFORCING BARS:

A. When required and approved by the Engineer, use approved epoxy grout for anchoring reinforcing steel to hardened concrete in accordance with grout manufacturer's instructions.

B. Drill hole in existing concrete that is ¼-inch larger than diameter of reinforcing bar. Immediately, prior to installation of the reinforcing bar, clean hole free of debris using compressed air.

C. Partially fill hole with epoxy. Use enough so that when bar is inserted, epoxy grout will completely fill hole around dowel.

D. Dip end of reinforcing bar in epoxy and install into partially filled hole.

3.4 FIELD QUALITY CONTROL:

A. Inspection of reinforcing steel installation as specified in Section 01400.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Cast-in-place concrete consisting of Portland cement, aggregate, water and admixtures.

B. Mix design requirements.

C. Formwork, reinforcement, joints and placing requirements.

1.2 REFERENCES:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A. ASTM A615—Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

B. ASTM C31—Making and Curing Concrete Test Specimens in the Field.

C. ASTM C33—Concrete Aggregates.

D. ASTM C39—Compressive Strength of Cylindrical Concrete Specimens.

E. ASTM C94—(1986; Rev. b) Ready-Mixed Concrete.

F. ASTM C143—Slump of Portland Cement Concrete.

G. ASTM C172—Sampling Freshly Mixed Concrete.

H. ASTM C173—Air Content of Freshly Mixed Concrete by the Volumetric Method.

1.3 SUBMITTALS:

A. Section 01300—Submittals: Procedures for submittals.

B. Certificates: Mill certificates for bulk cement.

C. Product Data: Manufacturer's data sheets for Engineer approved additives and bonding agents.

D. Submit test data on proposed design mixes for each type of concrete to be used in the project to verify that the Specification requirements are met or exceeded.

1.4 QUALITY ASSURANCE:

A. Project Controls: Provide necessary controls during evaluation of material, mix designs, production and delivery of concrete, placement, compaction, finishing and curing necessary to assure that work will be accomplished in such a manner to produce the work in accordance with contract documents.

1.5 DELIVERY, STORAGE AND HANDLING:

A. Materials shall be delivered, stored and handled in a manner to prevent deterioration, contamination, or any other circumstances that would be harmful to cast-in-place concrete.

1.6 PROJECT CONDITIONS:

A. Do not place concrete during rain, sleet, or snow unless protection is provided and approved by the Engineer.

B. Coordinate concrete placement schedule with other related work.

C. Notify Engineer at least 24 hours before placement.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Cement: ASTM C94, Type 1 Cement, unless approved by the Engineer. Only one brand of any one type of cement shall be used for exposed concrete surfaces of any individual structure.

B. Fine Aggregate: Aggregate meeting the requirements of ASTM C33.

C. Coarse Aggregate: Aggregate sizes No. 467 or No. 57 according to ASTM C33, or as approved by the Engineer.

D. Water: Potable water free from detrimental chemicals and solids that will decrease the strength of the concrete.

E. Embedded Items: Embedded items shall be of the size and type shown, or as needed for the application.

F. Curing Materials: Curing materials shall be burlap, impervious sheets, or membrane-forming compounds.

G. Dowels: Plain carbon steel bars, minimum yield point of 40,000 psi for use in slabs on grade.

H. Expansion Joint Filler Strips: Pre-molded, non-extruding, resilient, bituminous or non bituminous type for use in concrete paving or construction, thickness as shown.

I. Form materials: Wood, metal, or other Engineer approved materials that will produce the specified finishes without adversely affecting the concrete surfaces.

J. Form Coating: Non-staining form oil or form-release agent that will not deleteriously affect concrete surfaces nor impair subsequent applications.

K. Form Ties: Metal, factory-fabricated, removable snap-off type, that will not have holes less than ¼-inch nor more than 1-inch deep and not more than 1 inch in diameter.

L. Joint Sealant: As shown or approved by Engineer for sealing joints in concrete against moisture infiltration.

M. Reinforcement: Bar reinforcement shall be deformed, grade 60 conforming to ASTM A615. Mesh reinforcement shall be welded wire fabric with wires at right angles to each other.

N. Bonding Agent: As approved by Engineer.

O. Admixtures: Air-entraining, retarders and other admixtures as approved by Engineer.

2.2 MIX DESIGN:

A. Concrete Class: Concrete mixes shall be proportioned to obtain the following characteristics:

1. Class "A": Minimum compressive strength of 3000 psi in 28 days with a minimum of 5 bags of cement per cubic yard.

2. Class "B": Minimum compressive strength of 2500 psi in 28 days with a minimum of 4 bags of cement per cubic yard.

B. All concrete shall be Class "A", unless specified otherwise.

C. Air Content: Total air content of exterior concrete shall be maintained at 5 to 7 percent by volume of concrete.

D. Slump: Slump shall be 3 to 5 inches. If admixtures are used, slump shall be as approved by Engineer.

2.3 STORAGE:

A. Materials shall be stored so as not to deteriorate or become contaminated.

PART 3 EXECUTION

3.1 FORMWORK:

A. Formwork shall be made mortar tight, properly aligned and adequately supported to produce concrete conforming accurately to the indicated

shapes, lines, dimensions and to surfaces free of offsets, waviness, or bulges.

B. Unless otherwise shown, exposed external corners shall be chamfered, beveled, or rounded by moldings placed in the forms. Chamfer shall be 1-inch nominal.

C. Surfaces shall be thoroughly cleaned and coated before each use.

D. Forms shall be removed at a time and in a manner that will not damage the concrete.

3.2 REINFORCEMENT:

A. Reinforcement shall be fabricated to the shapes required.

B. Reinforcement shall be interrupted 2 inches clear on each side or expansion joints.

C. Reinforcement shall be continuous through contraction and construction joints.

D. Supports fabricated of plastic, or other Engineer approved material, shall be used to support reinforcement during placing operations.

E. Dowels and tie bars shall be installed at right angles to joints, accurately aligned parallel to the finished surface and rigidly held in place and supported during concrete placement.

F. One end of dowel shall be oiled and greased.

3.3 INSTALLATION OF ANCHORAGE ITEMS:

A. Installation of anchorage items shall be as shown or required to ensure sufficient anchorage for purpose intended.

3.4 JOINTS:

A. Contraction Joints: Joints shall be installed as specified or shown.

B. Expansion Joints: Joints shall be installed as specified or shown.

C. Construction Joints: Construction joints shall be located as shown or approved by the Engineer.

3.5 PLACING:

A. Surfaces to receive concrete shall be clean and free from frost, ice, mud and water.

B. Concrete may be placed directly on impervious surfaces that are thoroughly moistened but not muddy.

C. During cold weather, in-place concrete shall be protected from freezing weather, throughout the curing period.

D. During hot weather, a retarder may be used if approved by the Engineer.

E. Concrete to receive other construction shall be struck to the proper level leaving a textured surface to receive the additional construction.

3.6 CONSOLIDATION OF CONCRETE:

A. Except for slabs 4 inches or less, each layer of concrete shall be consolidated with internal concrete vibrators supplemented by hand spading, rodding and tamping.

B. Vibrating equipment shall be adequate to thoroughly consolidate the concrete.

C. Concrete in slabs 4 inches and less shall be consolidated by compacting and screening.

3.7 FINISHING CONCRETE:

A. Formed Surfaces:

1. Fins and loose material shall be removed.

2. Unsound concrete, voids over ½-inch in diameter, and tie-rod and bolt holes shall be cut back to solid concrete, reamed, brush-coated with cement grout and filled solid with a stiff Portland-cement-sand mortar mix.

3. Patchwork shall be finished with adjoining concrete surfaces and, where exposed, shall match adjoining surfaces in texture and color.

B. Unformed Surfaces:

1. Surfaces shall be finished to a true place with no deviation exceeding 5/16 inch when tested with a 10-foot straightedge.

2. Surfaces shall be screened and floated to the required finish level with no coarse aggregate visible before finishing as specified below.

C. Monolithic Finish:

1. Monolithic finish shall be given to flatwork unless otherwise specified.

2. After the surface moisture has disappeared, floated surfaces shall be steel-toweled to a smooth, even, dense finish, free from blemish, including trowel marks.

3.8 CURING:

A. Curing shall start as soon as free water has disappeared from concrete surfaces after placing and finishing.

B. Curing materials shall be applied and maintained so as to protect the concrete from moisture loss for 7 days.

C. Curing shall be accomplished by impervious sheet or membrane-forming curing compound.

D. Concrete surfaces shall be thoroughly wetted before covering with impervious sheet materials.

E. Membrane-forming curing compound shall be applied with mechanical spraying equipment at a coverage rate as recommended by manufacturer.

F. Curing compound shall not be used on surfaces receiving applications depending on adhesion or bonding.

3.9 TESTING:

A. The frequency and type of tests shall be determined by the Engineer.

B. Aggregates: Aggregates shall be sampled and tested in accordance with ASTM C33.

C. Sampling of concrete: Samples of concrete for air, slump, unit weight and strength tests shall be taken in accordance with ASTM C172.

D. Air Content: Tests for air content shall be performed in accordance with ASTM C173.

E. Slump: Slump tests shall be performed in accordance with ASTM C143.

F. Cylinders: Cylinders shall be molded and cured according to ASTM C31 and tested in accordance with ASTM C39.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Grout for leveling column base plates, steel beams bearing on masonry, machinery and other equipment and/or accessories.

1.2 REFERENCES:

A. ASTM C33 - Concrete Aggregates.

B. ASTM C109 - Compressive Strength of Hydraulic Cement Mortars.

C. ASTM C230 - Flow Table for use in Test of Hydraulic Cement.

D. CRD-C-611 - Methods of Test for Flow of Grout Mixtures (Flow-Cone Method).

E. CRD-C-621 - Specification for Non-Shrink Grout.

1.3 SUBMITTALS:

A. Procedures for Submittals: Section 01300.

B. Product Data: Manufacturer's product data sheets.

C. Quality Control Submittals: For information only.

1. Certification: Manufacturer's certification, or certified laboratory test reports, confirming that materials meet specification requirements.

2. Installation instructions.

1.4 DELIVERY, STORAGE AND HANDLING:

A. Deliver non-shrink grout to project site in unopened containers with manufacturer's labels intact.

B. Store non-shrink grout material in dry shelter and protect from moisture.

C. Containers that are torn or damaged such that non-shrink grout material has been exposed to elements shall be discarded.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

A. Products of the following manufacturers are acceptable subject to meeting specification requirements:

1. Cormix Construction Chemicals (Gifford-Hill).
2. Dayton Superior Corp.
3. Euclid Chemical Co.
4. Five Star Products, Inc.
5. L&M Construction Chemicals.
6. Master Builders.
7. Symons.
8. Or Engineer Approved Equal.

B. Substitutions: Under provision of Section 01600.

2.2 NON-SHRINK GROUT:

A. Qualities: Premixed, non-metallic, non-shrink grout material manufactured under rigid quality control, especially for use in transferring heavy loads.

1. Non-metallic natural aggregate, non-staining and noncorrosive.

2. Resist attack by oil and water.

3. Minimum initial setting time of approximately one hour at 70 degrees Fahrenheit.

4. Minimum compressive strength of 8500 psi at 28 days when placed at a fluid consistency.

5. Free of gas-producing or gas-releasing agents.

6. Not greater than .04 expansion at 3, 14 and 28 days. Expansion at 28 days not less than expansion at 3 and 14 days.

B. Standards:

1. Overall Product: CRD-C-621.
2. Compressive Strength: ASTM C109, 2 inch cubes.
3. Bleed Performance: CRD-C-611.
4. Flow Factor: ASTM C230.

2.3 RELATED MATERIALS:

A. Water: Potable.

B. Pea Gravel: Clean pea gravel, ASTM C33, coarse aggregate graded so that at least 90 percent passes a 3/8 inch sieve and 90 percent is retained by a No. 4 sieve.

C. Membrane-Forming Curing Compound: As specified in Section 03300.

2.4 MIXING:

A. Mix materials in accordance with manufacturer's instructions.

B. Mix as close to area to be grouted as possible. Provide adequate means to transport mixed grout as quickly as possible, and in manner to prevent segregation.

C. No more grout shall be mixed at one time than can be placed in a period of 15 minutes. After grout has been mixed, do not re-temper by adding additional water.

D. For less than a 4-inch clearance, or where size or shape of space makes grouting difficult, grout mix shall consist of grout material and water.

E. For greater than 4-inch clearances where coarse aggregate will not obstruct free passage of grout, grout may be extended by adding clean pea gravel if allowed or recommended by the grout manufacturer. Follow manufacturer's recommendation for maximum amount of pea gravel that may be added to mixture.

F. Use minimum amount of water necessary to produce a flowable grout without causing either segregation or bleeding.

PART 3 EXECUTION

3.1 PROCEDURES:

A. Installation methods and procedures shall conform to the printed instructions of the grout manufacturer and these specifications. Where there is a conflict between these specifications and the printed instructions of the grout manufacturer, the printed instructions of the grout manufacturer shall take precedence.

3.2 PREPARATION:

A. Remove defective concrete, laitance, dirt, oil, grease and other foreign material from concrete surfaces by bush-hammering, chipping, or other similar means, until a second clean concrete surface is achieved.

B. Lightly roughen concrete, but not enough to interfere with proper placement of grout.

C. Remove foreign materials from surfaces in contact with grout.

D. Align, level and maintain final positioning of components to be grouted. Coat shim with a thin film of grease or wax to facilitate removal.

E. Provide relief holes to avoid trapping air beneath base plate.

F. Take special precautions during extreme weather conditions according to the manufacturer's written instructions.

G. Saturate concrete surfaces with clean water for period of time specified by manufacturer. Remove excess water just prior to grouting.

H. Immediately prior to grouting, clean surfaces free of contaminates.

3.3 FORMWORK:

A. Build leak proof forms that are strong and securely anchored and shored to withstand grout pressures. Build forms high enough to provide a "head" of grout where it is required to force grout into difficult locations.

B. Provide enough clearance between formwork and areas to be grouted to permit proper placement of grout.

3.4 PLACING:

A. Place grout in accordance with manufacturer's instructions.

B. Place non-shrink grouting material quickly and continuously by most practical means permissible; pouring, pumping, or under gravity pressure. Do not use either pneumatic-pressure or dry packing methods without authorization of Engineer.

C. When practical, apply grout from one side only to avoid entrapping air.

D. Final installation shall be thoroughly compacted and free from air pockets. To facilitate placement, a ½- to 1-inch chain or metal strap may be pulled back and forth under the equipment during grouting. Remove chain or strap before initial set takes place.

E. Do not vibrate place grout mixture or allow it to be placed if area is being vibrated by nearby equipment, except when approved by grout manufacturer.

F. Do not remove leveling shims for at least 48 hours after grout has been placed. After shims have been removed, fill voids with non-shrink grout.

3.5 CURING:

A. Cure grout for 3 days at a temperature of not less than 50 Fahrenheit after placing by keeping wet and covered with curing paper, by coating with a concrete membrane-forming curing compound, or by other approved methods.

END OF SECTION

SECTION 11307

SEWAGE LIFT STATION

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. A complete sewage lift station with duplex submersible-pumps and controls.

1.2 SUBMITTALS:

A. Submit under provisions of Section 01300.

B. Product Data:

1. Submit product data for approval. As a minimum, include the following:

a. Manufacturer's standard descriptive bulletins.

b. Pump performance curve showing performance of pump to be provided. Curve shall show horsepower versus capacity over entire operating range. Curves shall be on 8-1/2 inch by 11 inch format paper. One pump per curve.

c. Operating and maintenance information to include parts lists, disassembly drawings, electrical schematics, and other information required for proper operation and maintenance of the unit.

1.3 PERFORMANCE REQUIREMENTS:

A. Performance characteristics shall be such as to ensure stable operation and steady flow through the range of operating conditions when pumping domestic sewage. Pump shall be the capable of operating at a design flow of 650 gallons-per-minute (gpm) at a total dynamic head (TDH) of 75 feet.

PART 2 PRODUCTS:

2.1 MANUFACTURER:

A. Sewage lift station:

1. Flygt Tops Pump Rail System Package
2. Engineer approved equal

B. Pumps

1. Flygt
2. Engineer approved equal

C. Pump Controller

1. Multitrode Multismart
2. Engineer approved equal.

D. Level Probe

1. Multitrode, 10 Sensor
2. Engineer approved equal.

E. Autodialer

1. Janus Remote Sensaphone 400
2. Engineer approved equal.

2.2 EQUIPMENT:

A. Pump Station Assembly: The system shall include: wet well, pump and motor, quick disconnect rail system, check valves, plug valves, electrical junction box, start-stop level controls, motor high temperature shutoff, high water alarm, and external alarm panel and electrical connection point. Provide all pipe, wiring, controls, and other work and materials required for a complete and operable system. All metal components inside wet well shall be 316SS or Engineer approved equal.

B. Sewage Pump: Pump shall be the submersible type. With the following features:

1. Submersible motor nominal 20 horsepower at 1,760 revolutions-per-minute.

2. Suitable for 460-volt, three phase, 60 hertz electrical supply.

3. High temperature shutoff switch is integral with motor.

4. Ball bearings.

5. Shaft seal to be single with carbon ring and ceramic face.

6. N-series impeller and shredding ring to be 440C stainless steel hardened to at least 55 on the Rockwell C Scale.

C. Pump Cable: Pump and alarm switch cables shall have enough length to reach junction and alarm box out of sump as shown. Junction boxes and/or other wiring terminations within the sewage basin are not acceptable.

D. Alarm Panel: Provide high water level alarm panel to be located as shown. Enclosure shall be NEMA 4X with alarm light. Alarm light shall be nominal 3-inch diameter and 3-inch high. Alarm shall be actuated when level rises and stopped when the level falls.

E. Wet Well: Wet Well shall be fiberglass with H2R Halliday Aluminum access frame and cover. Nominal dimensions are 10-foot diameter by 26-feet deep. Provide brackets for pump, float switch. Provide mounting assembly with guide rails for pump. Assembly and rails shall allow pump to be removed by lifting from the top without entering basin.

2.3 PAINTS AND COATINGS:

A. Provide manufacturers standard baked epoxy coating system for pump and motor.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Install the equipment as indicated and in accordance with the manufacturer's written instructions.

3.2 FIELD TESTING AND STARTUP:

A. Test and demonstrate proper operation of system by simulating inflow with a temporary source of water in accordance with Section 1650. Fill basin and allow pump to cycle several times. Then shut off pump and allow basin to fill to trip the high-water alarm. Measure motor current and voltage during testing and submit readings in accordance with Section 01300.

B. Provide services of factory-trained manufacturer's representative to inspect and place system into operation. Representative shall demonstrate satisfactory system operation and provide instruction to Owner's personnel. Visit shall be at least one full working day (8 hours) on-site.

C. Program Auto-dialer and demonstrate proper operations of communication system.

END OF SECTION

SECTION 16010
BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Basic requirements specifically applicable to the work of Division 16 - Electrical Requirements.

B. The Contractor shall furnish equipment, materials, and labor for assembly and installation plus checkout and start-up of the complete electrical system as shown on the Drawings and stipulated in the Specifications.

1.02 REFERENCES

A. As a minimum requirement, the electrical system shall be constructed in accordance with:

1. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), No. 70 - National Electrical Code (NEC).

2. Local Building Code.

3. Other applicable Codes and Standards as referenced in other Master Specifications.

B. Comply with local, county, state and federal regulations and codes in effect as of date of purchase.

C. Equipment of foreign manufacture must meet U.S. codes and standards.

D. Equipment and materials shall conform to requirements of specification and to the criteria provided in data sheets for the project.

1.03 QUALITY ASSURANCE

A. Product Conformance Certificate and Quality Assurance Release.

1. Submit an overall conformance certificate for electrical components signed by the person responsible for product quality. Specifically identify the purchased material or equipment by project name and location, purchase order number, supplements, and item number where applicable, including materials and services provided by others. Indicate that all requirements have been met and identify any approved deviations.

2. Field Inspection:

a. Electrical work shall be inspected and approved by the local code inspector and the Engineer.

b. Contractor shall give a minimum of one-day notice to the Inspector that the installation is ready for inspection and two days' notice to the Engineer.

c. Concealed work shall be inspected before it is covered:

(1) Conduit with stub-ups, underground in duct banks before concrete is poured.

(2) Conduit in slabs, walls and ceilings, complete with boxes.

d. Electrical equipment and materials shall be inspected upon arrival by the Engineer for compliance with specifications.

1.04 SITE CONDITIONS

A. Take the following site conditions into consideration when fabricating, erecting, installing and wiring electrical equipment under this contract:

1. Seismic Zone Zone 0

2. Wind Velocity 90 mph

3. Temperature, Min/Max.:

a.	Coldest Winter Month:	High 60 degrees F	Low 41 degrees F
b.	Warmest Summer Month:	High 94 degrees F	Low 73 degrees F
c.	Lowest Expected:	11 degrees F	
d.	Highest Expected:	107 degrees F	

4. Rainfall:

a.	Annual	45 inches
b.	Design hours	3.4 inches/hour, 8.4 inches/24 hours

5. Design Relative Humidity: 98%

6. Station Barometric Pressure:

a. Average Annual 29.5 inches Hg Absolute.

7. Utility Water Systems:

		Design Pressure	Design Temp.
a.	River Water	_____ PSI	____ degrees F
b.	Well Water	_____ PSI	____ degrees F
c.	City Water	__55___ PSI	_70_ degrees F

8. Electric Power Supply Characteristics (Available to Contractor):

	Voltage	Phase	Hz	Wire	Delta or Wye
1	480	3	60	TBD	TBD
2					
3					

PART 2 PRODUCTS

2.01 COMPONENT DESIGN

A. Components utilized in the construction of the material or equipment shall be of the latest proven design, new and in current production. Do not use obsolete components or components to be phased out of production.

2.02 FACTORY INSPECTION

A. Provide free access with prior notice for the Engineer at all times to the shop where the material or equipment is being fabricated or tested. Provide reasonable facilities for inspection, witnessing tests, and examining records. Give 7 days notice prior to starting tests, which are scheduled for factory inspection.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify dimensions and ratings of equipment and materials to ensure proper fit and performance.

3.02 INSTALLATION

A. Install equipment and materials in accordance with the Drawings and manufacturer's written instructions. If field conditions necessitate changes in electrical installation, obtain approval from the Engineer.

B. All electrical equipment shall be mounted at an elevation of twenty-four (24) inches above the base water surface flood elevation (500 YR WSEL) of the construction site. Should there be a difference in the mounting elevation on the construction Drawings that is in conflict with the previous directive the Contractor shall immediately bring such conflict to the attention of the Engineer for resolution.

3.03 DEMONSTRATION

A. Test the electrical system to specification requirements and to demonstrate correct installation and operation of equipment.

B. Before 7-days test, demonstrate the system to the Engineer. Show the system to be fully operational. All alarms, safety's, and communication points to central and locally

must operate in both full-automatic and back-up modes. Use fresh water in the test medium.

C. Operate the system continuously for a period of 7 days in full automatic, without failure, to qualify as acceptable. "Failure" is considered any problem that requires correction by maintenance personnel, such as: high or low water level, any motor alarm, power failure, phase failure, communication failure, PLC failure, or UPS failure. This would exclude conditions not under the control of Contractor, such as: evident lightning strikes, 25-year rains, purchased power failure longer than the specified duration of service from UPS. Failures due to uncontrollable situations would allow the 7-day test to continue, as soon as test conditions are restored and the Engineer is notified.

D. The existing station shall remain in service during this test.

END OF SECTION

SECTION 16012
ELECTRICAL WORK

PART 1 PART 1 GENERAL

1.01 DESCRIPTION

A. The work shall include providing materials and equipment required for installation of complete and functioning electrical system as specified and as shown on the drawings.

B. This section is an integral part of all Specification Sections related to electrical, control and instrumentation construction under this contract. Conditions of this section are paramount to all other conditions in applicable sections and shall supersede all other conditions and requirements.

C. Electrical Control and Instrumentation Plans & Specifications are representative of the design intent and may not contain minute details normally associated with normally accepted electrical construction, as described in applicable codes or as described in manufacturer's literature. Contractor shall provide all appurtenances normally associated with a particular equipment or device, and as required for a properly operating system.

1.02 MAJOR ITEMS OF WORK AS FOLLOWS

A. Installation of Control Panel
B. Installation of Pump Junction Boxes
C. Installation of Level Measurement System
D. Installation of new Electrical Service Equipment
E. Installation of Autodialer System

1.03 PLANT CONTROL SYSTEM

A. The Contractor shall furnish and install a complete motor control panel. The control panel shall include but shall not be limited to all circuit breakers, motor starters, indicating lights, selector switches, surge protectors, phase failure relays, elapsed time meters, alarm horn, push button, control transformers, power supplies, pressure switches, interlock wiring, terminal blocks, nameplates, and all other associated items required to provide a workable system.

1.04 SUBMITTALS

A. Submit all products covered under this specification for Engineer's approval.

B. Where submittals for a particular equipment, device or material item vary from that specified or shown on plan drawings, and where that item is not specifically noted as acceptable and, where installation of submitted item results in improper or undesirable operation of the system, Contractor shall be liable for removal and/or replacement of that item with the item specified or shown on plan drawings at no additional cost to Owner.

1.05 CONTRACTORS RESPONSIBILITIES

A. Electrical Contractor shall coordinate electrical power, telephone, data or special purpose line installation with utility companies. Within 30 days after award of contract, Electrical contractor shall contact utility company and owner and shall request service needed.

B. It is Electrical Contractors sole responsibility to assure that utility company and owner are notified and are kept aware of requirements.

C. Contractor shall provide all conduit, conductors and termination equipment as needed for utilities and shall coordinate with utility companies for installation requirements and shall provide installation constructed according to the utility company standards whether or not such is shown in detail or plans.

D. Electrical Contractor shall review all sections of the plans including Civil, Structural, Mechanical, Instrumentation, Process, Architectural, and Electrical and shall note all electrical and/or requirements for devices and equipment shown or implied, and shall provide service accordingly for a complete operating electrical system.

E. Electrical Contractor shall provide all programming set-up, adjustments and testing of devices or equipment included under this contract unless specifically excluded or unless equipment is not provided by Electrical Contractor.

F. General Contractor is specifically responsible for coordination of all electrical systems, devices and equipment provided or installed under this contract and shall assure that all requirements by all trades are met such as to insure a complete and operating electrical, control, process or instrumentation system.

G. Electrical Contractor shall be experienced with all types of electrical systems covered under this contract. No work shall be undertaken where Contractor's firm, project supervisors and project electrical workers have not had recent experience in similar projects in area or project location. Contractor will be required to furnish proof of experience where requested by Owner or Engineer or their Representatives.

H. General Contractors Project Manager or his Assistant shall be familiar with types of electrical construction required by this project in order to determine that all subcontractors work in conformance with the plans and specifications.

I. Contractor shall assure that all systems have been properly installed, adjusted and tested prior to final inspection, unless, Engineer has been duly notified in writing that certain equipments are not ready for final testing and such is acceptable with Engineer.

J. Additional site visits, inspections, and tests conducted by Engineer due to systems not being ready at designated time of final inspection may result in charges to Contractor by Engineer to pay for additional time of electrical inspectors not covered in Electrical Engineers scope of work. All charges will be at Engineer's standard rates.

K. Contractor shall fully inspect all motors and nameplates, controls, conduit, wiring devices and other items before starting work, ordering materials or submitting shop drawings in

order to verify existing conditions are as shown on plans and shall immediately notify Engineer of any discrepancies between plans & specifications and existing conditions. Failure to do so may result in responsibility for any required changes in construction.

L. At completion of project and before final inspection, Contractor shall provide the Electrical Engineer with full size blue prints, red-lined to reflect the As-Built electrical installation. Any variation from plans shall be shown on each applicable plan sheet.

PART 2 PRODUCTS

2.01 MATERIALS

A. All materials provided under all sections of the specifications shall be new and the standard products of manufacturers regularly engaged in the production of such equipment. All materials shall conform to the National Electrical Code and shall be approved and listed by the Underwriters' Laboratories. Materials described by manufacturer's name and catalog number are selected to set a definite standard of design and quality to be required. There is not any intention to discriminate against a product of another manufacturer, which is equally durable in construction, similar in design, and will serve the purpose for which it is intended. Within 30 days after award of the contract and before any materials and equipment are placed on order, the Contractor shall submit to the Engineer for approval a complete list including catalog numbers and descriptive matter, of all materials and equipment he proposes to provide.

B. Materials and equipment specifications are general in coverage and may contain reference to construction items that apply in only particular situations and may not apply as a general rule for materials installed on this project.

2.02 PLANS AND SPECIFICATIONS

A. Electrical plans and specifications are not intended to discriminate against any particular manufacturer. Specific values shown for a particular manufacturer's product may vary slightly for another product. The Electrical Engineer reserves the right to interpret the electrical specifications and to make judgment as to acceptance of a product, regardless of minute details in the specifications or on the Plans.

B. Specifications shall be reviewed for applicability of materials under certain conditions and in certain environments and, where not shown otherwise on plan drawings. These application directions shall be adhered to.

C. Where a particular reference on drawing plans does not conform to standard acceptable construction methods for a particular type project, the Contractor shall immediately notify the Engineer and request a clarification before ordering materials or starting construction.

PART 3 EXECUTION

3.01 WORKMANSHIP

A. All wiring shall be installed in accordance with current NEC and local codes. Conduits exposed to the weather shall be PVC coated rigid galvanized steel (RGS) unless noted otherwise on plans. Conduit placed underground shall be schedule 40 PVC unless noted otherwise on plans.

B. A fish wire shall be left in all conduits in which the permanent wiring is not installed.

C. All fixtures, switch, and receptacle locations shall be approved by Engineer.

D. Refer to other sections of this specification for controls. Under this section of the specifications, the Contractor shall install the control devices and provide control wiring switches, outlet boxes, and shall make all final connections. Control wiring and interlocks shall conform to wiring diagrams furnished by equipment manufacturers.

E. The Contractor shall provide services of his Engineer or a factory trained technician to instruct plant-operating personnel for a period of at least one (1) full day after completion of the contract work.

3.02 EXCAVATION AND BACKFILL

A. All underground conduits shall be buried to a minimum depth of 24-inches below finished grade. All trenches shall be uniform width and shall be backfilled and compacted to 95% that of original density. Any damage to underground conduits caused by other Contractors shall be repaired by this Contractor and shall be compensated accordingly by the party or parties responsible for the damage.

3.03 CLEAN UP

A. The Contractor shall upon completion of the work, remove all materials, empty containers, and any other materials that are not incorporated into the work.

END OF SECTION

SECTION 16060
ELECTRICAL DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical Demolition

1.02 REFERENCES

A. Temporary wiring of systems to maintain operation of facilities while undergoing modifications and demolition shall he provided in accordance with:

1. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), No.70 - National Electrical Code (NEC), Article No. 305-Temporary Wiring

1.03 SUBMITTALS

A. Annotate existing drawings to sequence the demolition of systems, equipment removal and temporary hook-ups.

B. Schedule with Engineer or required shut-downs to accommodate system demolition and installation of temporary facilities.

1.04 QUALITY ASSURANCE

A. Verify field measurements and circuiting arrangements are as shown Drawings.

B. Verify that abandoned wiring and equipment serve only abandoned facilities.

C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to Engineer before disturbing existing installation.

D. By beginning demolition, installer accepts existing conditions and warrants that he will maintain service to equipment and items not scheduled or indicated for removal, and that he will return to the Owner all items and systems in good operating condition.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment for patching and extending work. As specified in individual Sections.

2.02 DESIGN AND CONSTRUCTION

A. The temporary electrical wiring and facilities shall be designed and constructed in strict compliance with NEC-Article No. 305.

PART 3 EXECUTION

3.01 PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.

B. Coordinate utility service outages with Utility Company to provide continuous service to operating equipment.

C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must he performed on energized equipment or circuits. Use personnel experienced in such operations.

D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Obtain permission from the Engineer at least one week before partially or completely disabling system. Minimize outage duration.

3.02 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Remove, relocate, and extend existing installations to accommodate new construction.

1. Remove abandoned wiring to source of supply.

2. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

3. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets, which are not removed.

4. Disconnect and remove abandoned panelboards and distribution equipment.

5. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.

6. Repair adjacent construction and finished damaged work.

7. Maintain access to existing installations which remain active. Modify installation or provide access panel as appropriate.

8. Extend existing installations using materials and methods as specified for new work.

3.03 DISPOSAL AND SALVAGE

A. Salvage electrical and instrumentation equipment removed from existing facilities for reuse as applicable.

B. Material and equipment which can be reused or salvaged remains the property of the Owner unless specifically indicated in the Specifications or Drawings or as designated by the Engineer.

C. Materials and equipment which cannot be reused or salvaged will be removed and disposed of by the Contractor.

3.04 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

B. Panelboards: Clean exposed surfaces amid check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide circuit directory showing revised circuiting arrangement.

END OF SECTION

SECTION 16110
RACEWAYS AND BOXES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Material and installation requirements for:

a. Conduits.
b. Conduit fittings.
c. Conduit supports.
d. Wireways.
e. Outlet boxes.
f. Pull and junction boxes.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 1 – General Requirements
2. Section 16119 – Underground Ducts & Pull Boxes
3. Section 16140 – Wiring Devices

1.02 DEFINITIONS

A. Underfloor Conduits.

1. Conduits which run underground within perimeter of building walls under building floor. This may consist of one conduit, or several conduits grouped together.

B. Duct Bank Conduits

1. Conduits which run underground outside perimeter of building walls. This may consist of one conduit, or several conduits grouped together.

C. Underground Conduits

1. Underground conduits are both under floor conduits and duct bank conduits.

1.03 SUBMITTALS

A. Shop Drawings:

1. See Division 1 – General Requirements for requirements for mechanics and administration of the submittal process.

2. Product technical data:

a. Provide submittal data for all products specified in PART 2 of this Specification Section.

3. Fabrication and/or layout drawings:

   a. Identify dimensional size of pull and junction boxes to be used.

1.04 QUALITY ASSURANCE

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

   1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.

   2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

B. Referenced Standards:

   1. Aluminum Association (AA).

   2. American Iron and Steel Institute (AISI).

   3. ASTM International (ASTM):

      a. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

      b. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

      c. D2105, Standard Test Method for Longitudinal Tensile Properties of “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe and Tube.

      d. D2564, Standard Specification for Solvent Cements for Polyvinyl Chloride (PVC) Plastic Piping Systems.

      e. F512, Standard Specification for Smooth-Wall Polyvinyl Chloride (PVC) Conduit and Fittings for Underground Installation.

   4. National Electrical Manufacturers Association (NEMA):

      a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).

      b. RN 1, Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit (IMC).

      c. TC 2, Electrical Polyvinyl Chloride (PVC) Tubing and Conduit.

      d. TC 3, Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing.

5. National Electrical Manufacturers Association/American National Standards Institute (NEMA/ANSI):

   a. C80.1, Electric Rigid Steel Conduit (ERSC).

   b. C80.3, Steel Electrical Metallic Tubing (EMT).

   c. C80.5, Electrical Aluminum Rigid Conduit.

   d. OS 1, Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

6. National Fire Protection Association (NFPA):

   a. 70, National Electrical Code (NEC)

7. Underwriters Laboratories, Inc. (UL):

   a. 1, Standard for Flexible Metal Conduit.

   b. 6, Standard for Electrical Rigid Metal Conduit – Steel.

   c. 50, Enclosures for Electrical Equipment, Non-Environmental Considerations.

   d. 360, Standard for Liquid-Tight Flexible Steel Conduit.

   e. 467, Grounding and Bonding Equipment.

   f. 514A, Metallic Outlet Boxes.

   g. 514B, Conduit, Tubing, and Cable Fittings.

   h. 651, Standard for Schedule 40 and 80 Rigid PVC Conduit and Fittings.

   i. 797 Electrical Metallic Tubing – Steel.

   j. 870, Standard for Wireways, Auxiliary Gutters, and Associated Fittings.

   k. 886, Standard for Outlet Boxes and Fittings for Use in Hazardous (Classified) Locations.

   l. 1660, Liquid-Tight Flexible Nonmetallic Conduit.

C. Comply with NECA "Standard of Installation."

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufactures are

acceptable:

1. Rigid metallic conduits:

    a. Allied Tube and Conduit Corporation.
    b. Triangle PWC Inc.
    c. Western Tube and Conduit Corporation.
    d. Wheatland Tube Company.
    e. LTV Steel Company.
    f. EASCO Aluminum.
    g. Indalex.
    h. VAW of American, Inc.

2. PVC coated rigid metallic conduit and repair kits:

    a. Calbond
    b. KorKap
    c. Perma-Cote
    d. Rob-Roy Ind.
    e. Raychem “GelTek” tape.
    f. Thomas & Betts O-Cal
    g. NEC Black Guard

3. Rigid non-metallic conduit:

    a. Carlon.
    b. Cantex.
    c. Heritage Plastics.
    d. Osburn Associates.
    e. Prime Conduit
    f. Champion Fiberglass.
    g. United Fiberglass of America, Inc.

4. Flexible metallic conduit:

    a. AFC Cable Systems.
    b. Anamet, Inc.
    c. Carlon.
    d. Electri-Flex.
    e. Flexible Metal Hose Company.
    f. International Metal Hose Company.
    g. Triangle PWC Inc.
    h. LTV Steel Company.

5. Flexible non-metallic conduit.

    a. Carlon
    b. Carflex.

6. Wireway:

    a. Hoffman Engineering Company.

b. Weigmann.
c. Square D.

7. Conduit fittings and accessories:

a. Appleton.
b. Carlon.
c. Cantex.
d. Crouse-Hinds.
e. Killark.
f. Osburn Associates.
g. OZ Gedney Company.
h. RACO.
i. Steel City.
j. Thomas and Betts.

8. Support systems:

a. Unistrut Building Systems.
b. B-Line Systems Inc.
c. Kindorf.
d. Minerallac Fastening Systems.
e. Caddy.

9. Outlet, pull, and junction boxes:

a. Appleton.
b. Crouse-Hinds.
c. Killark.
d. OZ Gedney Company.
e. Steel City.
f. RACO.
g. Bell.
h. Hoffman Engineering Company.
i. Wiegmann.
j. B-Line Circle AW.
k. Adalet.
l. Rittal.

10. Anti-seize compound:

a. Crouse-Hinds

2.02 RIGID METALLIC CONDUITS

A. PVC-Coated Rigid Steel Conduit (PVC-RGS):

1. Nominal 40 mil Polyvinyl Chloride (PVC) exterior coating:

a. Coating: Bonded to hot-dipped galvanized rigid steel conduit conforming to NEMA/ANSI C80.1.

b. The bond between the PVC coating and the conduit surface: Greater than the tensile strength of the coating.

2. Nominal 2 mil, minimum, urethane interior coating.

3. Urethane coating on threads.

4. Conduit: Epoxy prime coated prior to application of PVC and urethane coatings.

5. Female Ends:

a. Have a plastic sleeve extending a minimum of 1 pipe diameter or 2 in, whichever is less beyond the opening.

b. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit to be used with it.

6. Standards: NEMA/ANSI C80.1, UL 6, NEMA RN 1.

B. PVC-Coated Rigid Aluminum Conduit (PVC-RAC):

1. Nominal 40 mil Polyvinyl Chloride (PVC) exterior coating:

a. Coating: Bonded to rigid aluminum conduit conforming to NEMA/ANSI C80.1.

b. The bond between the PVC coating and the conduit surface: Greater than the tensile strength of the coating.

2. Nominal 2 mil, minimum, urethane interior coating.

3. Urethane coating on threads.

4. Conduit: Epoxy prime coated prior to application of PVC and urethane coatings.

5. Female Ends:

a. Have a plastic sleeve extending a minimum of 1 pipe diameter or 2 in, whichever is less beyond the opening.

b. The inside diameter of the sleeve shall be the same as the outside diameter of the conduit to be used with it.

6. Standards: NEMA/ANSI C80.1, UL 6, NEMA RN 1.

C. Rigid Galvanized Steel Conduit (RGS):

1. Mild steel with continuous welded seam.

2. Metallic zinc applied by hot-dip galvanizing or electro-galvanizing.

3. Threads galvanized after cutting.

4. Internal coating: Backed lacquer, varnish, or enamel for smooth surface.

5. Standards: NEMA/ANSI C80.1, UL 6.

6. Rigid Aluminum Conduit (RAC) is an acceptable alternative to RGS.

D. Electrical Metallic Tubing (EMT):

1. Mild steel with continuous welded seam.

2. Metallic zinc applied by hot-dip galvanizing or electro-galvanizing.

3. Internal coating: Baked lacquer, varnish, or enamel for a smooth surface.

4. Standards: NEMA/ANSI C80.3, UL 797.

E. Rigid Aluminum Conduit (RAC):

1. AA Type 6063 aluminum allow, T-1 temper.

2. Maximum copper content of 0.10 percent.

3. Extruded, seamless.

4. Standards: NEMA/ANSI C80.5, UL 6.

2.03 RIGID NON-METALLIC CONDUIT

A. Schedules 40 (PVC-40) and 80 (PVC-80)

1. Polyvinyl-chloride (PVC) plastic compound which includes inert modifiers to improve weatherability and heat distribution.

2. Rated for direct sunlight exposure.

3. Fire retardant and low smoke emission.

4. Shall be suitable for use with 90 DegC wire and shall be marked “maximum 90 DegC”.

5. Standards: NEMA TC 2, UL 651.

B. Fiberglass:

1. Epoxy based resin system using an anhydride curing agent.

2. Continuous E-glass roving.

3. Winding angle approximately 54.75 degrees.

4. Halogen free additive for flame spread and smoke control.

5. Ultraviolet inhibitor: Carbon black.

6. Two (2) step curing process.

7. Tensile strength: 9000 psi per ASTM D2105.

8. Integral bell and spigot.

9. Conduits and fittings to be joined with an epoxy adhesive creating a water tight connection.

10. Standard: UL 1684.

2.04 Flexible Conduit

A. Flexible Galvanized Steel Conduit (FLEX):

1. Formed of continuous, spiral wound, hot-dip galvanized steel strip with successive convolutions securely interlocked.

2. Standard: UL 360.

B. PVC-Coated Flexible Galvanized Steel (liquid-tight) Conduit (FLEX-LT):

1. Core formed of continuous, spiral wound, hot-dip galvanized steel strip with successive convolutions securely interlocked.

2. Extruded PVC outer jacket positively locked to the steel core.

3. Liquid and vaportight.

4. Standard: UL 360.

C. Flexible non-metallic (liquid-tight) conduit (FLEX-NM):

1. Formed of a helically wound spiral of rigid PVC reinforcement embedded within a flexible PVC wall.

2. Layered construction with a smooth seamless inner core of flexible PVC that is bonded to a covering of flexible PVC.

3. Between the layers is a woven nylon mesh for reinforcement.

4. Standard: UL1660

2.05 Wireway

A. General:

1. Suitable for lay-in conductors.

2. Designed for continuous grounding.

3. Covers:

a. Hinged or removable in accessible areas.

b. Non-removable when passing through partitions.

c. Finish: Rust inhibiting primer and manufacturer's standard paint inside and out except for stainless steel type.

d. Standards: UL 870, NEMA 250.

B. General Purpose (NEMA 1 rated) Wireway:

1. 14 or 16 gage steel without knockouts.

2. Cover: Non-gasketed and held in place by captive screws.

C. Raintight (NEMA 3R rated) Wiring Trough:

1. 14 or 16 gage galvanized steel without knockouts.

2. Cover: Non-gasketed and held in place by captive screws.

D. Watertight (NEMA 4X rated) Wireway:

1. 14 gage type 304 or 316 stainless steel bodies and covers without knockouts and 10 gage stainless steel flanges.

2. Cover: Fully gasketed and held in place with continuous piano hinge with three-point latch.

3. Flanges: Fully Gasketed and bolted.

E. Dusttight (NEMA 12 rated) Wireway:

1. 14 gage steel bodies and covers without knockouts and 10 gage steel flanges.

2. Cover: Fully gasketed and held in place with continuous piano hinge with three-point latch.

3. Flanges: Fully gasketed and bolted.

2.06 CONDUIT FITTINGS AND ACCESSORIES

A. Fittings for use with RGS:

1. General:

a. In hazardous locations, provide fittings listed for use in Class I, Groups C

and D locations.

2. Locknuts:

   a. Threaded steel or malleable iron.
   b. Gasketed or non-gasketed.
   c. Grounding or non-grounding type.

3. Bushings:

   a. Threaded, insulated metallic.
   b. Grounding or non-grounding type.

4. Hubs: Threaded, insulated and gasketed metallic for raintight connection.

5. Couplings:

   a. Threaded straight type: Same material and finish as the conduit with which they are used on.

   b. Threadless type: Gland compression or self-threading type, concrete tight.

6. Unions: Threaded galvanized steel or zinc plated malleable iron.

7. Conduit bodies (ells and tees):

   a. Body: Zink plated cast iron with threaded hubs.

   b. Standard and mogul size.

   c. Cover:

      1) Clip-on type with stainless steel screws.

      2) Gasketed or non-gasketed galvanized steel, zinc plated cast iron.

8. Conduit bodies (round):

   a. Body: Zinc plated cast iron.

   b. Cover: Threaded screw on type, gasketed, galvanized steel, zinc plated cast iron.

9. Sealing fittings:

   a. Body: Zinc plated cast iron with threaded hubs.

   b. Standard and mogul size.

   c. With or without drain and breather.

d. Fiber and sealing compound: UL listed for use with the sealing fitting.

B. Fittings for use with RAC:

1. General:

a. In hazardous locations, provide fittings listed for use in Class I, Groups C and D locations.

2. Locknuts:

a. Threaded stainless steel.
b. Gasketed or non-gasketed.
c. Grounding or non-grounding type.

3. Bushings:

a. Threaded, insulated metallic.
b. Grounding or non-grounding type.

4. Hubs: Threaded, insulated and gasketed metallic for raintight connection.

5. Couplings:

a. Threaded straight type: Same material and finish as the conduit with which they are used on.

6. Unions: Threaded copper free cast aluminum.

7. Conduit bodies (ells and tees):

a. Body: Copper free cast aluminum with threaded hubs.

b. Standard and mogul size.

c. Cover:

1) Clip-on type with stainless steel screws.

2) Gasketed or non-gasketed copper free cast aluminum.

8. Conduit bodies (round):

a. Body: Copper free cast aluminum.

b. Cover: Threaded screw on type, gasketed, copper free cast aluminum.

9. Sealing fittings:

a. Body: Copper free cast aluminum with threaded hubs.

b. Standard and mogul size.

c. With or without drain and breather.

d. Fiber and sealing compound: UL listed for use with the sealing fitting.

C. Fittings for use with PVC-RGS:

1. The same material and construction as those fittings listed under paragraph “Fittings for use with RGS” and coated as defined under paragraph “PVC Coated Rigid Steel Conduit (PVC-RGS).

D. Fittings for use with PVC-RAC:

1. The same material and construction as those fittings listed under paragraph “Fittings for use with RAC” and coated as defined under paragraph “PVC Coated Rigid Steel Conduit (PVC-RGS).

E. Fittings for use with EMT:

1. Connectors:

a. Straight, angle and offset types furnished with locknuts.

b. Zinc plated steel.

c. Insulated gland compression type.

d. Concrete and raintight.

2. Couplings:

a. Zinc plated steel.

b. Gland compression type.

c. Concrete and raintight.

3. Conduit bodies (ells and tees):

a. Body: Copper free aluminum with threaded hubs.

b. Standard and mogul size.

c. Cover:

1) Screw down type with steel screws.

2) Gasketed or non-gasketed galvanized steel or copper free aluminum.

4. Standard: UL 514B

F. Fittings for use with FLEX:

1. Connector:

   a. Zinc plated malleable iron.
   b. Squeeze or clamp type.

2. Standard: UL 514B.

G. Fittings for use with FLEX-LT and FLEX-NM:

1. Connector:

   a. Straight or angle type.
   b. Metal construction, insulated and gasketed.
   c. Composed of locknut, grounding ferrule and gland compression nut.
   d. Liquid tight.

2. Standards: UL 467, UL 514B.

H. Fittings for use with Rigid Non-Metallic PVC Conduit:

1. Coupling, adapters, and conduit bodies:

   a. Same material, thickness, and construction as the conduits with which they are used.

   b. Homogeneous plastic free from visible cracks, holes, or foreign inclusions.

   c. Bore smooth and free of blisters, nicks or other imperfections which could damage the conductor.

2. Solvent cement for welding fittings shall be supplied by the same manufacturer as the conduit and fittings.

3. Standards: ASTM D2564, NEMA TC3, UL 651, UL 541B.

I. Fittings for use with Rigid Non-Metallic Fiberglass Conduit:

1. Coupling and adapters shall be of the same material, thickness, and construction as the conduit.

2. Epoxy adhesive for joining conduits and fittings shall be supplied by the same manufacturer as the conduit and fittings and shall provide a water tight connection.

3. Standard: UL 1684.

J. Weather and Corrosion Protection Tape:

1. PVC based tape, 10 miles thick.

2. Protection against moisture, acids, alkalis, salts and sewage and suitable for direct bury.

3. Used with appropriate pipe primer.

2.07 ALL RACEWAY AND FITTINGS

A. Mark Products:

1. Identify the nominal trade size on the product.

2. Stamp with the name or trademark of the manufacturer.

2.08 OUTLET BOXES

A. Metallic Outlet Boxes:

1. Hot-dip galvanized steel.

2. Conduit knockouts and grounding pigtail.

3. Styles:

a. 2 IN x 3 IN rectangle.
b. 4 IN square.
c. 4 IN octagon.
d. Masonry/tile.

4. Accessories:

a. Flat blank cover plats.
b. Barriers.
c. Extension, plaster or tile rings.
d. Box supporting brackets in stud walls.
e. Adjustable bar hangers.

5. Standards: NEMA/ANSI OS 1, UL 514A.

B. Cast Outlet Boxes:

1. Zinc plated cast iron or die-cast copper free aluminum with manufacturer's standard finish.

2. Threaded hubs and grounding screw.

3. Styles:

a. "FS" of "FD".
b. Single or multiple gang and tandem.
c. "EDS" or "EFS" for hazardous locations.

4. Accessories: 40 mil PVC exterior coating and 2 mil urethane interior coating.

5. Standards: UL 514A, UL 886.

C. Non-metallic Outlet Boxes:

1. Polyvinyl-chloride (PVC) plastic compound.

2. Rated for direct sunlight exposure.

3. Fire retardant and low smoke emission.

4. Suitable for use with 90 DegC wire.

5. Styles:

a. “FS” or “FD”.
b. Single or multiple gang.

6. Standard: UL 514A, NEMA TC 3.

D. See Specification 16140 for wiring devices, wallplates, and cover plates.

2.09 PULL AND JUNCTION BOXES

A. NEMA 1 Rated:

1. Body and cover: 14 gage minimum, galvanized steel or steel finished with rust inhibiting primer and manufacturer’s standard paint inside and out.

2. With or without concentric knockouts on four (4) sides.

3. Flat cover fastened with screws.

B. NEMA 3R Rated:

1. Body and cover: 14 gage minimum steel finished with rust inhibiting primer and manufacturer’s standard paint inside and out.

2. No knockouts.

3. Seams continuously welded and ground smooth.

4. Door with hinge and latch

C. NEMA 4X Rated (metallic):

1. Body and cover: 14 gage type 304 or 316 stainless steel.

2. Seams continuously welded and ground smooth.

3. No knockouts.

4. External mounting flanges.

5. Door with oil-resistant gasket.

D. NEMA 4X Rated (non-metallic):

1. Body and cover: Ultraviolet light protected fiberglass-reinforced polyester boxes.

2. No knockouts.

3. External mounting flanges.

4. Hinged door with quick release latches and padlocking hasp.

5. Door with oil resistant gasket.

E. NEMA 7 and NEMA 9 Rated:

1. Cast gray iron allow or copper-free aluminum with manufacturer's standard finish.

2. Drilled and tapped openings or tapered threaded hub.

3. Cover bolted down with stainless steel bolts or threaded cover with neoprene gasket.

4. External mounting flanges.

5. Grounding lug.

6. Accessories: 40 mil PVC exterior coating and 2 mil urethane interior coating.

F. NEMA 12 Rated:

1. Body and cover:

   a. 14 gage steel finished with rust inhibiting primer and manufacturer's standard paint inside and out.

   b. Type 5052 H-32 aluminum, unpainted.

2. Seams continuously welded and ground smooth.

3. No knockouts.

4. External mounting flanges.

5. Non-hinged cover held closed with captivated cover screws threaded into sealed wells or hinged cover held closed with stainless steel screws and clamps.

6. Flat door with oil resistant gasket.

G. Miscellaneous Accessories:

1. Rigid handles for covers larger than 9 SF or heavier than 25 LBS.

2. Split covers when heavier than 25 LBS.

3. Weldnuts for mounting optional panels and terminal kits.

4. Tamper proof screws.

5. Terminal blocks: Screw-post barrier-type, rated 600 volt and 20 ampere minimum.

H. Standards: NEMA 250, UL 50

2.10 SPECIAL PURPOSE BOXES

A. Pedestal-Type Floor-Mounted or Counter-Mounted Duplex Receptacles:

1. Horizontal design housing with threaded conduit fittings in base with satin chromium finish.

B. Flush in Floor Duplex Receptacles:

1. Dual level, full adjustable box with power fittings and brass carpet flange.

2.11 SUPPORT SYSTEMS

A. Multi-conduit Surface or Trapeze Type Support and Pull or Junction Box Supports:

1. Material Requirements.

a. Galvanized steel: ASTEM A123 or ASTM A153.

b. Stainless steel: AISI Type 304 or 316.

c. PVC coated galvanized steel: ASTM A123 or ASTM A153 and 20 mil PVC coating.

d. Aluminum: AA Type 6063-T6.

e. Fiberglass: Fire-retardant polyester or vinylester resin, ASTM E84, UL 94.

B. Single Conduit and Outlet Box Support Fasteners:

1. Material Requirements:

a. Zinc plated steel.
b. Stainless steel, Type 304 or 316.
c. Malleable iron.
d. PVC coated malleable iron or steel: 20 mil PVC coating.

e. Steel protected with zinc phosphate and oil finish.

2.12 RACEWAY/DUCT SEALING COMPOUND

A. Use with explosion-proof fittings to separate hazardous areas from non-hazardous areas:

1. UL Listed compound

2. Crouse-Hinds Chico or approved equal.

3. Use fiber dam for vertical installation.

B. All other areas:

1. Non-hardening, putty-like consistency workable at temperatures as low as 35 F.

2. Compound shall not slump at temperature of 300 F and shall readily adhere to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

PART 3 EXECUTION

3.01 RACEWAY INSTALLATION – GENERAL

A. Shall be in accordance with requirements of:

1. NFPA 70- NEC.
2. Manufacturer's instructions.

B. Size of Raceways:

1. Raceway sizes are shown on Drawings. If not shown on the Drawings, then size in accordance with NFPA 70.

2. Unless specifically indicated otherwise, the minimum raceway size shall be:
   a. Conduit: 1 IN.
   b. Wireway: 2-1/2 IN x 2-1/2 IN.

C. Field Bending and Cutting of Conduits:

1. Utilize tools and equipment recommended by the manufacturer of the conduit, designed for the purpose and the conduit material to make all field bends and cuts.

2. Do not reduce the internal diameter of the conduit when making conduit bends.

3. Prepare tools and equipment to prevent damage to the PVC coating. Use strap wrenches only to tighten joints in PVC-RGS. Replace all conduit and fittings with damage to the PVC coating, such as cuts, nicks, and threader chuck jaw marks.

4. Degrease threads after threading and apply a zinc rich paint.

5. Deburr interior and exterior after cutting.

D. Male threads of conduit systems shall be coated with an electrically conductive anti-seize compound.

E. The protective coating integrity of conduits, fittings, outlet, pull and junction boxes and accessories shall be maintained.

1. Repair galvanized components utilizing a zinc rich paint.

2. Repair painted components utilizing touch up paint provided by or approved by the manufacturer.

3. Repair PVC coated components utilizing a patching compound, of the same material as the coating, provided by the manufacturer of the conduit; or a self-adhesive, highly conformable, cross-linked silicon composition strip, followed by a protective coating of vinyl tape.

a. Total nominal thickness: 40 mil.

4. Repair surface which will be inaccessible after installation prior to installation.

F. Remove moisture and debris from conduit before wire is pulled into place.

1. Pull mandrel with diameter nominally ¼ IN smaller than the interior of the conduit, to remove obstructions.

2. Swab conduit by pulling a clean, tight-fitting rag through the conduit.

3. Tightly plug ends of conduit with tapered wood plugs or plastic inserts until wire is pulled.

G. Only nylon or polyethylene rope shall be used to pull wire and cable in conduit systems.

H. Install pull wires in empty raceways. Leave not less than 12 IN of slack at each end of the pull wire.

I. Where portions of a raceway are subject to different temperatures and where condensation is known to be a problem, as in cold storage areas of buildings or where passing from the interior to the exterior of a building, the raceway shall be sealed to prevent circulation of warm air to colder section of the raceway.

J. Fill openings in walls, floor, and ceilings and finish flush with surface.

1. Where penetrating CMU block walls, repair with cementitious grout and paint to match.

2. Where conduit terminates at a cable tray system, fit conduit with an insulated bushing.

3. When conduits are passing through a firewall or fire-rated floor into different rooms, cabinets, or enclosures, use a fire-rated seal.

K. Install explosion-proof seals in conduit runs crossing or entering a hazardous classified area. Install CSBE removable sealing fittings to seal submersible pump cables in the wet well and at the first junction box outside the well.

L. Conduit Stub-ups

1. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portion of bends is not visible above finished slab.

2. Transition underground conduit to aboveground conduit at 90 DEG elbow where conduit transitions from horizontal to vertical conduit.

3. Where RGC or RAC is in contact with earth or concrete, wrap conduit with corrosion protective tap to 4 IN above finished grade.

4. Stub-up connections: Extend conduits for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs, and set flush with finished floor.

3.02 RACEWAY ROUTING

A. Raceways shall be routed in the field unless otherwise indicated.

1. Conduit and fittings shall be installed, as required, for a complete system that has a neat appearance and is in compliance with all applicable codes.

2. Run in straight lines parallel to or at right angles to building lines.

3. Install raceways level and square and at proper elevations. Provide adequate headroom.

4. Do not route conduits:

a. Through areas of high ambient temperature or radiant heat.
b. In suspended concrete slabs.

5. Conduit shall not interfere with, or prevent access to, piping, valves, ductwork, or other equipment for operation, maintenance and repair.

6. Provide pull boxes or conduit bodies as needed so that there is a maximum of 270 degrees of bends or 3-90 degree bends in the conduit run or in long straight runs to limit pulling tensions.

7. Make changes in direction of conduit using elbows or fittings. Do not use pull boxes to make direction changes unless specifically designated otherwise.

B. All rigid conduits within a structure shall be installed exposed except as follows:

1. As indicated on the Drawings.

2. Concealed above gypsum wall board or acoustical tile suspended ceilings.

3. Concealed within stud frame, poured concrete, concrete block and brick walls of an architecturally finished area.

4. Embedded in floor slabs or buried under floor serving equipment in non-architecturally finished areas that are not locate on or near a wall or column and the ceiling height is greater than 12 FT.

5. Embedded in floor slabs or buried under floor slabs where shown on the Drawings or with the Engineer's permission.

C. Maintain minimum spacing between parallel conduit and piping runs in accordance with the following when runs are greater than 30 FT:

1. Between instrumentation and telecommunication: 1 IN.

2. Between instrumentation and 125 V, 48 V, and 24 Vdc: 2 IN.

3. Between instrumentation and 600 V and less AC power or control: 12 IN.

4. Between instrumentation and greater than 600 Vac power: 12 IN.

5. Between telecommunication and 125 V, 48 V, and 24 Vdc: 2 IN.

6. Between telecommunication and 600 V and less AC power or control: 6 IN.

7. Between telecommunication and greater than 600 Vac power: 12 IN.

8. Between 125 V, 48 V, and 24 Vdc and 600 V and less AC power or control: 1 IN.

9. Between 125 V, 48 V, and 24 Vdc and greater than 600 V power or control: 2 IN.

10. Between process, gas, air, and water pipes: 6 IN.

D. Conduits shall be installed to eliminate moisture pockets.

1. Where water cannot drain to openings, provide drain fittings in the low spots of the conduit run.

E. Conduit shall not be routed on the exterior of structures except as specifically indicated on the Drawings.

F. Where sufficient room exists within the housing of roof-mounted equipment, the conduit shall be stubbed up inside the housing.

G. Provide all required openings in walls, floors, and ceilings for conduit penetration.

1. Repair penetrations to existing condition or better.

H. Conduit embedded in columns and floor slabs or buried under slab-on-grade:

1. Run in the most direct, practical route.

2. Not to be installed under equipment pads unless approved by Engineer.

3. No crossovers unless approved by Engineer.

4. To be backfilled with concrete during the installation of the slab-on-grade or to be placed, backfilled, and compacted in the slab subgrade, as indicated on drawings.

5. Secured in place to prevent movement during the backfill and pour.

I. Conduits and accessories embedded in concrete where shown on the Drawings:

1. Shall not be considered to replace structurally the displaced concrete except as indicated in the following:

a. Conduit and fittings shall not displace more than 4 percent of the area of the cross-section of a column on which stress is calculated or which is required for fire protection.

b. Size and locate sleeves or conduits passing through floors, walls, or beams so as not to significantly impair the strength of the construction.

c. Sleeves or conduits passing through floors, walls or beams may be considered as replacing the displaced concrete structurally in compression.

1) Shall not be exposed to rusting or other deterioration.
2) Nominal inside diameter shall not exceed 2 IN.
3) Minimum spacing: 3 DIA OC.

2. Shall not be larger in outside diameter than one-third the thickness of the slab, column, or beam.

3. Shall have a minimum spacing of 3 DIA OC.

4. In reinforced concrete construction:

a. Conduit shall not be run in beams.

b. Place conduit after reinforcing steel has been laid.

c. The reinforcement steel shall not be displaced by the conduit.

d. Provide a minimum of 1-1/2 IN of cover over conduit, excluding surface finish.

e. Conduits parallel to main reinforcement shall be run near the center of the

wall.

f. Conduits perpendicular to main reinforcement shall be run midway between wall or slab supports.

3.03 RACEWAY APPLICATIONS

A. Permitted Raceway Types Per Area Designations (unless specifically indicated on Drawings):

1. Dry areas:

a. RGS.
b. RAC.

2. Wet areas:

a. RGS.
b. RAC.

3. Exterior Corrosive areas (includes, but not limited to wastewater project sites):

a. PVC-RGS.
b. PVC-RAC.

4. Interior Corrosive areas (includes, but not limited to chemical rooms):

a. PVC-40.
b. PVC-80.
c. Fiberglass.
d. As indicated on drawings.

B. Permitted Raceway types per Routing Locations:

1. In stud framed walls:

a. EMT.

2. In concrete block or brick walls:

a. PVC-40.

3. Above acoustical tile ceilings:

a. EMT.
b. NEMA 1 rated Wireway.

4. Embedded in poured concrete walls and floors:

a. PVC-40
b. PVC-80
c. Fiberglass

d. PVC-RGS when emerging from concrete into areas designated as exterior and corrosive.

5. Beneath floor slab-on grade:

a. PVC-40
b. PVC-80
c. Fiberglass

6. Direct buried conduits and ductbanks:

a. PVC-40.

b. PVC-80.

c. Fiberglass.

d. 90 degree elbows for transition to above grade:

1) PVC-RGS.
2) Fiberglass.

e. Long sweeping bends greater than 15 degrees.

1) PVC-RGS.
2) Fiberglass.

7. Concrete encased ductbanks:

a. PVC-40.

b. PVC-80.

c. Fiberglass.

d. 90 degree elbows for transition to above grade:

1) PVC-RGS.
2) Fiberglass.

e. Long sweeping bends greater than 15 degrees.

1) PVC-RGS.
2) Fiberglass.

C. FLEX conduits shall be installed for connections to light fixtures, HVAC equipment and other similar devices above the ceilings.

1. The maximum length shall not exceed:

a. 6 FT to light fixtures.
b. 3 FT to all other equipment.

D. FLEX-LT and FLEX-NM conduits shall be installed as the final conduit connection to light fixtures, dry type transformers, motors, electrically operated valves, instrumentation primary elements, and other electrical equipment that is liable to vibrate.

1. The maximum length shall not exceed:

a. 6 FT to light fixtures.
b. 3 FT to motors.
c. 2 FT to all other equipment.

E. NEMA 1 Rated Wireway:

1. Surface mounted in electrical rooms.

2. Surface mounted above removable ceilings tiles of an architecturally finished area.

F. NEMA 3R Wiring Trough:

1. Surface mounted in exterior, non-corrosive locations.

G. NEMA 4X Rated Wireway:

1. Surface mounted in areas designated as corrosive.

H. NEMA 12 Rated Wireway:

1. Surface mounted in areas designated as dry in architecturally and non-architecturally finished areas.

3.04 CONDUIT FITTINGS AND ACCESSORIES

A. Conduit Seals:

1. Install in conduit systems located in hazardous areas as required by the NEC or as shown on Drawings.

B. Rigid non-metallic conduit and fittings shall be joined utilizing solvent cement.

1. Immediately after installation of conduit and fitting, the fitting or conduit shall be rotated ¼ turn to provide uniform contact.

C. Install Expansion Fittings:

1. Where conduits are exposed to the sun and conduit run is greater than 200 FT.

2. Elsewhere as identified on the Drawings.

D. Install Expansion/Deflection Fittings:

1. Where conduits enter a structure.

a. Except electrical manholes and handholes.
b. Except where the duct bank is tied to the structure with rebar.

2. Where conduits span structural expansion joints.

3. Elsewhere as identified on the Drawings.

E. Threaded connections shall be made wrench-tight.

F. Conduit joints shall be watertight:

1. Where subjected to possible submersion.

2. In areas classified as wet.

3. Underground.

G. Terminate Conduits:

1. In metallic outlet boxes:

a. RGS and RAC:

1) Conduit hub and locknut.
2) Insulated bushing and two (2) locknuts.
3) Use grounding type locknut or bushing when required by NEC.

b. EMT: Compression type connector and locknut.

2. In NEMA 1 rated enclosures:

a. RGS and RAC:

1) Conduit hub and locknut.
2) Insulated bushing and two (2) locknuts.
3) Use grounding type locknut or bushing when required by NEC.

b. EMT: Compression type connector and locknut.

3. In NEMA 12 rated enclosures:

a. Watertight, insulated and gasketed hub and locknut.
b. Use grounding type locknut or bushing when required by NEC.

4. In NEMA 3R, 4 and NEMA 4X rated enclosures:

a. Watertight, insulated and gasketed hub and locknut.

5. In NEMA 7 and NEMA 9 rated enclosures:

a. Into an integral threaded hub.

6. When stubbed up through the floor into floor mounted equipment:

   a. With an insulated grounding bushing on metallic conduits.
   b. With end bells on non-metallic conduits.

H. Threadless couplings shall only be used to join new conduit to existing conduit when the existing conduit end is not threaded and it is not practical or possible to cut threads on the existing conduit with a pipe threader.

3.05 CONDUIT SUPPORT

A. Permitted multi-conduit surface or trapeze type support system per area designations and conduit types:

1. Dry or wet and/ or hazardous areas:

   a. Galvanized system consisting of: Galvanized steel channels and fittings, nuts and hardware and conduit straps.

   b. Aluminum system consisting of: Aluminum channels, fittings and conduit clamps with stainless steel nuts and hardware.

   c. Stainless steel system consisting of: Type 304 or 316 stainless steel channels and fittings, nuts and hardware and conduit straps.

2. Corrosive areas:

   a. PVC coated steel system consisting of: PVC coated galvanized steel channels and fittings and conduit clamps with stainless steel nuts and hardware.

   b. Fiberglass system consisting of: Fiberglass channel and fittings, and conduit clamps with stainless steel nuts and hardware.

   c. Stainless steel systems consisting of Type 304 or 316 stainless steel channels and fittings, nuts and hardware and conduit straps.

3. Conduit type shall be compatible with the support system material.

   a. Galvanized steel system may be used with RGS and EMT.

   b. Stainless steel system may be used with RGS, PVC-RGS and RAC.

   c. PVC coated galvanized steel system may be used with PVC-RGS, RAC, PVC-40, PVC-80, and Fiberglass.

   d. Aluminum system may be used with RAC and PVC-RGS.

   e. Fiberglass system may be used with PVC-40, PVC-80, PVC-RGS, and Fiberglass.

B. Permitted single conduit support fasteners per area designations and conduit types:

1. Architecturally finished areas:

a. Material: Zinc plated steel, or steel protected with zinc phosphate and oil finish.

b. Types of fasteners: Spring type hangers and clips, straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

c. Provide anti-rattle conduit supports when conduits are routed through metal studs.

2. Dry or wet and/or hazardous areas:

a. Material: Zinc plated steel, stainless steel and malleable iron.

b. Types of fasteners: Straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

3. Corrosive areas:

a. Material: Type 304 or 316 stainless steel or PVC coated malleable iron or steel. For indoor corrosive areas, non-metallic PVC or fiberglass straps may be used.

b. Types of fasteners: Straps, hangers with bolts, clamps with bolts, and bolt on beam clamps.

4. Conduit type shall be compatible with the support fastener material.

a. Zinc plated steel, steel protected with zinc phosphate and oil finish and malleable iron fasteners may be used with RGS and EMT.

b. Stainless steel system may be used with RGS, PVC-RGS, and RAC.

c. PVC coated fasteners may be used with PVC-RGS, RAC, PVC 40, and PVC-80.

d. Non-metallic fasteners may be used with PVC-40, PVC-80, and fiberglass.

C. Conduit Support General Requirements:

1. Maximum spacing between conduit supports per NEC.

2. Support conduit from the building structure.

3. Do not support conduit from process, gas, air, water piping or other conduits.

4. Provide hangers and brackets to limit the maximum uniform load on a single support to 25 LBS or to the maximum uniform load. Recommended by the

manufacturer if the support is rated less than 25 LBS.

a. Do not exceed the maximum concentrated load recommended by the manufacturer on any support.

b. Conduit hangers:

1) Continuous threaded rods combined with struts or conduit clamps: Do not use perforated strap hangers and iron bailing wire.

c. Do not use suspended ceiling support systems to support raceways.

d. Hangers in metal roof decks:

1) Utilize fender washers.
2) Not extend above top of ribs.
3) Not interfere with vapor barrier, insulation, or roofing.

5. Conduit support system fasteners:

a. Use sleeve-type expansion anchors as fasteners in masonry wall construction.

b. Do not use concrete nails and powder-driven fasteners.

3.06 OUTLET, PULL, AND JUNCTION BOX INSTALLATION

A. General:

1. Install products in accordance with manufacturer’s instructions.

2. Install approved thread grease on all plugs prior to installation.

3. Fill unused punched-out tapped, or threaded hub openings with insert plugs. Size boxes to accommodate quantity of conductors enclosed and quantity of conduits connected to the box.

B. Outlet Boxes:

1. Permitted uses of metallic outlet boxes:

a. Housing of wiring devices:

1) Recessed in all stud framed walls and ceilings.

2) Recessed in poured concrete, concrete block, and brick walls of architecturally finished areas and exterior building walls.

b. Pull or junction box:

1) Above gypsum wall board or acoustical tile ceilings.

2) Above 10 FT in an architecturally finished area where there is no ceiling.

2. Permitted uses of cast outlet boxes:

   a. Housing of wiring devices surface mounted in non-architecturally finished dry, wet, corrosive, and hazardous areas.

   b. Pull and junction box surface mounted in non-architecturally finished dry, wet, and corrosive areas.

3. Permitted uses of non-metallic outlet boxes:

   a. Housing of wiring devices surface mounted in non-architecturally finished corrosive areas.

   b. Pull and junction boxes mounted in non-architecturally finished corrosive areas.

4. Mount devices outlet boxes where indicated on the Drawings and at the following heights:

   a. Light switch (to center): 48 IN.
   b. Receptacle in architecturally finished areas (to center): 18 IN.
   c. Receptacle on exterior wall of building (to center): 18 IN.
   d. Receptacle in non-architecturally finished areas (to center): 48 IN.
   e. Telephone outlet in architecturally finished areas (to center): 18 IN.
   f. Telephone outlet for wall-mounted phone (to center): 54 IN.
   g. Pushbutton or selector switch control station (to center): 48 IN.

5. Set device outlet boxes plumb and vertical to the floor.

6. Outlet boxes recessed in walls:

   a. Install with appropriate stud wall support brackets or adjustable bar hangers so that they are flush with the face of the wall.

   b. Locate in ungrouted cell of concrete block with bottom edge of box flush with bottom edge of block and flush with the face of the block.

7. Place barriers between switches in boxes with 277 V switches on opposite phases.

8. Back-to-back installations are not permitted.

9. When an outlet box is connected to a PVC coated conduit, the box shall also be PVC coated.

C. Pull and Junction Boxes:

1. Install pull or junction boxes in conduit runs where indicated or required to facilitate pulling of wires or making connections.

    a. Make covers of boxes accessible.

2. Permitted uses of NEMA 1 enclosure:

    a. Pull or junction box surface mounted above removable ceiling tiles of an architecturally finished area.

    b. Pull or junction box surface in a non-architecturally finished area.

3. Permitted uses of NEMA 3R enclosure:

    a. Pull or junction box surface mounted in dry and wet areas, unless stated otherwise in Drawings.

4. Permitted uses of NEMA 4X metallic enclosure:

    a. Pull or junction box surface mounted in areas designated as wet and/or corrosive.

5. Permitted uses of NEMA 4X non-metallic enclosure:

    a. Pull or junction box surface mounted in indoor areas designated as wet and/or corrosive where used with PVC-40 or PVC-80 conduit.

6. Permitted uses of NEMA 7 enclosure:

    a. Pull or junction box surface mounted in Class I hazardous areas.

        1) Provide PVC coating in corrosive areas when PVC-RGS conduit is used.

7. Permitted uses of NEMA 9 enclosure:

    a. Pull or junction box surface mounted in Class II hazardous areas.

        1) Provide PVC coating in corrosive areas when PVC-RGS conduit is used.

8. Permitted uses of NEMA 12 enclosure:

    a. Pull or junction box surface mounted in areas designated as dry.

END OF SECTION

SECTION 16119
UNDERGROUND DUCTS AND PULL BOXES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Ducts
2. Duct banks
3. Pull Boxes

1.02 REFERENCES

A. American National Standards Institute (ANSI):

1. C2-93 - National Electrical Safety Code.

1.03 DEFINITIONS

A. Duct: General term for electrical conduit and other raceway, either metallic or nonmetallic, specified for use underground, embedded in earth or concrete.

B. Duct Bank: Group of two or more ducts in continuous run between two points.

C. Underfloor Conduits.

1. Conduits which run underground within perimeter of building walls under building floor. This may consist of one conduit, or several conduits grouped together.

D. Duct Bank Conduits

1. Conduits which run underground outside perimeter of building walls may consist of 1 conduit, or several conduits grouped together.

E. Underground Conduits

1. Underground conduits are both underfloor conduits and duct bank conduits.

F. Pull boxes: Below-the-surface enclosure in connection with ducts into which people reach, but do not enter, for purpose of installing, operating, or maintaining equipment or wiring.

1.04 SUBMITTALS

A. Submit all products covered under this specification for Engineer's approval.

B. Submittals are not required if Contractor supplies materials or equipment of specified or named manufacturers. If Contractor proposes substitutions to material or equipment of specified or named manufacturers, submittals identified below are required.

1. Product data.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturers of precast pull boxes shall be firms regularly engaged in manufacturing factory-fabricated pull boxes, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 3 yrs.

B. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

C. Regulatory Requirements:

1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store precast concrete units at site as recommended by manufacturer to prevent physical damage. Arrange so identification markings are visible.

B. Lift and support precast concrete units only at designated lifting or supporting points.

1.07 SEQUENCING AND SCHEDULING

A. Coordination of Work:

1. Coordinate layout and installation of pull boxes with final arrangement of ducts as influenced by actual final location of other utilities in field.

2. Coordinate elevations of duct and raceway entrances into pull boxes with final profiles of ducts and raceways as determined by coordination with other utilities, underground obstructions, and buildings.

3. Establish locations and elevations to suit field conditions and assure duct banks run drain to pull boxes, or as shown on Drawings.

PART 2 PRODUCTS

2.01 DUCTS AND FITTINGS

A. Conform to Raceways, Section 16110.

2.02 DUCT BANK ACCESSORIES

A. Duct Supports: Rigid PVC spacers selected to provide minimum duct spacings and concrete cover depths indicated, while rigidly supporting ducts during concreting.

2.03 PULL BOXES AND ACCESSORIES

A. Frames and Covers: Cast iron conforming to ANSI C2, Rule 323. Furnish with cast-in legend, "Electric" or "Signal" as appropriate. Cover-to-frame bearing surfaces machined.

B. Sump Frame and Grate: Comply with FS RR-F-621, Type VII for frame, Type I for cover.

C. Pulling Eyes in Walls: Eyebolt with rebar fastening insert. 2-in. dia eye, 1-in. by 4-in. long bolt. Working load embedded in 6-in., 4,000 psi concrete: 13,000-lbs. minimum tension.

2.04 MASONRY (Not Applicable)

2.05 PRECAST MANHOLES AND HANDHOLES (Not Applicable)

2.06 RACEWAY/DUCT SEALING COMPOUND

A. Compound:

1. Non-hardening, putty-like consistency workable at temperatures as low as 35 F.

2. Compound shall not slump at temperature of 300 F and shall readily adhere to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals.

PART 3 EXECUTION

3.01 WIRING METHOD

A. General: Install ducts for wiring runs indicated. Provide sizes as indicated.

3.02 EXCAVATION AND BACKFILL

A. Excavation: Cut trenches neatly and uniformly, and slope uniformly to required pitch.

3.03 INSTALLATION OF DUCTS

A. Slope: Pitch ducts to drain towards manholes and handholes and away from buildings and equipment, unless otherwise shown on Drawings. Minimum slope shall be 4-in. in 100-ft. Where necessary to achieve this between manholes, slope ducts from high point in run to drain in both directions.

B. Curves and Bends: Use manufactured elbows for stub-ups at equipment and at building entrances. For other curves and bends, except as otherwise indicated, use manufactured long sweep bends with minimum radius of 25ft. in both horizontal and

vertical directions.

C. Make joints in ducts and fittings watertight in accordance with manufacturer's instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.

D. Concrete-Encased Ducts: Support on plastic separators coordinated with duct size and required duct spacing, and install in accordance with following:

1. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts, and secure separators to earth and to ducts to prevent floating during concreting. Do not use tie wires or reinforcing steel in such way as to form conductive or magnetic loops around ducts or duct groups.

2. Reinforcing: Reinforce duct banks. Size and arrange reinforcing steel as indicated on Drawings.

3. Concreting: Spade concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not use power-driven agitating equipment unless specifically designed for duct bank application. Pour each run of envelope between manholes or other terminations in one continuous operation unless approved by Engineer. Where more than one pour is necessary, terminate each pour in vertical plane and continue duct bank reinforcing minimum of 18-in. beyond termination of pour.

4. Forms: Walls of trench may be used to form side walls of duct bank provided soil is self-supporting and concrete envelope can be poured without soil inclusions. Use forms where soil is not self-supporting.

5. Minimum Clearances: As Indicated on Drawings.

6. Depth: Except as otherwise indicated, top of duct bank shall be 24-in. below finished grade, minimum, in non-traffic areas, and 30 in. below finished grade, minimum, in vehicular traffic areas.

E. Stub-ups: Duct stub-ups to equipment shall be rigid steel, PVC-coated rigid steel, or rigid aluminum type conduit matching the above ground conduit requirements for the area. PVC conduit is not permitted to be used. For equipment mounted on outdoor concrete pads, steel conduit shall extend minimum of 5-ft. away from edge of pad. Install insulated grounding bushings on terminations. Couple steel conduits to ducts with adapters designed for purpose and encased concrete.

1. For galvanized rigid steel and aluminum conduit, wrap all portions of the conduit exposed to soil or concrete to 4” above finished grade with corrosion protection tape.

F. Sealing: For ducts to be wired in this Project, provide temporary closure at terminations. For spare ducts, seal bore of ducts at terminations. Use sealing compound and plugs as required to withstand 15 psi minimum hydrostatic pressure.

G. Pulling Cord: Provide 100-lb test nylon cord in ducts including spares.

H. Marker Tape: Provide plastic marker tape over ducts at 12 in. below finished grade.

3.04 INSTALLATION OF PULL BOXES, GENERAL

A. General:

1. Provide pull boxes of sizes, shapes, and locations as indicated.

2. Determine final elevation of ducts as influenced by possible adjustments in other utilities and surface features and discovery of underground obstructions before installing pull boxes. Obtain Engineer's approval for pull boxes installation adjustments necessitated by obstructions.

3. Install units plumb and level and with orientation and depth coordinated with arrangement of connecting ducts to minimize bends and deflections required for proper entrances.

B. Elevation:

1. Pull Boxes: Install flush with grade.

C. Drainage: Install drains in bottom of units where indicated. Arrange to coordinate with drainage provisions as indicated or specified.

3.05 CLEANING AND RESTORATION

A. Clean Ducts: Clean full length of ducts with a round bristle brush with dia ½-in. greater than internal diameter of duct.

B. Clean Pull Boxes: Clean internal surfaces of manholes including sump. Remove foreign material.

3.06 RESTORATION

A. Restore surface features at areas disturbed by excavation and reestablish original grades except as otherwise indicated.

B. Where sod has been removed, replace it as soon as possible after backfilling is completed.

C. Restore all areas disturbed by trenching, storing of dirt, cable laying, and other work to their original condition.

D. Include necessary top soiling, fertilizing, liming, seeding, sodding, sprigging, or mulching.

E. Restore disturbed paving as indicated.

END OF SECTION

SECTION 16120
600-VOLT BUILDING WIRE AND CABLE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for 600-volt building wire and cable.

1.02 REFERENCES

A. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA 70 - National Electrical Code (NEC), Article 310 - Conductors for General Wiring.

B. Underwriter's Laboratories (UL)

1. UL 83: Thermoplastic Insulated Wires and Cables

2. UL 1063: Machine Tool Wires and Cables

C. American Society for Testing and Materials (ASTM)

1. ASTM B3: Soft or Annealed Copper Wires

2. ASTM B8: Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, Soft

D. Insulated Cable Engineers Association (ICEA), ICEA S-61-402: Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy (NEMA WC-5).

1.03 SUBMITTALS

A. Submit the following for Engineer’s approval.

1. Manufacturer's cut sheets and catalog data

2. Instruction for handling and storage

3. Dimensions and weight

1.04 QUALITY ASSURANCE

A. Tests. Cable shall meet all the requirements of Part 6 of ICEA S-61-402.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Ship wire and cable on manufacturer's standard reel sizes unless otherwise specified. Where cut lengths are specified, mark reel footage accordingly. Each reel shall contain one continuous length of cable. Provide impact protection by wood lagging or suitable barrier across the traverse of the reel. Provide moisture protection by using manufacturer's standard procedure or heat shrinkable self-sealing end caps applied to both ends of the cable.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Alan Wire

B. American Insulated Wire Corporation

C. Cerro Wire

D. General Cable Company

E. Houston Wire & Cable

F. Okonite Company

G. Interstate Wire Company

H. Southwire

I. Service Wire Company

J. Encore Wire

2.02 MATERIALS AND EQUIPMENT

A. Design. Provide cable designated as THWN/THHN or XHHW single conductor type and UL 83 and UL 1063 listed, rated 600 volts and certified for continuous operation at maximum conductor temperature of 90 degrees C in dry locations and 75 degrees C in wet locations while installed in underground duct, conduit or in control panels (MTW).

B. Conductors. Provide conductors which are Class B, concentric stranded, annealed un-coated copper with physical and electrical properties complying with ASTM B3 and B8 and Part 2 of ICEA S-61-402.

C. Insulation. Each conductor shall be PVC insulated and nylon jacketed to meet the requirements of Part 3 of ICEA S-61-402. The insulation thickness shall match the dimensions listed in NEC Table 310-13 for type THHN and THWN wire.

D. Wire Marking

1. Wire marking shall be in accordance with NEC Article 310-11 and shall be printed on the wire insulation at 2-foot intervals.

2. The printing method used shall be permanent and the color shall sharply contrast with the jacket color.

E. The single conductor color coding shall be as follows:

System Voltage	A	B	C	Neutral
120/208 Volt 3Ph/4w	Black	Red	Blue	White
120/240 Volt 3Ph/4w	Black	Orange	Blue	White
277/480 Volt 3Ph/4w	Black	Purple	Yellow	Grey

Motor Control	1	Black
	2	Red
	3	Blue
Ground		Green

PART 3 EXECUTION

3.01 PREPARATION

A. Complete the cable raceway systems and underground duct banks before installing cables.

B. Verify sizing of raceways and pullboxes to ensure proper accommodation for the cables.

C. Check the length of the cable raceway system against the length of cable on the selected reel.

D. Clean conduits of foreign matter before cables are pulled.

3.02 INSTALLATION

A. Wiring Methods

1. Use wiring methods indicated on the Drawings

2. In general, use THHN/THWN or XHHW building wire for lighting, power and control wiring were conductors are enclosed in raceways such as above ground conduit system, underground duct banks, or inside control panels.

3. Do not use solid conductors.

4. Use conductors not smaller than No. 12 AWG stranded for lighting circuits.

5. Use conductors not smaller than No. 14 AWG for control circuits, except when part of a multiconductor cable or internal panel wiring.

6. In general, do not splice conductors unless approved by the Engineer.

7. Splices associated with taps for lighting and control circuits are allowed without approval.

8. Make splices in accessible junction boxes.

9. Use wire nuts with insulated caps for lighting wiring splices. Splice control circuit with insulated crimp connectors.

B. Single Conductor in Conduit and Ductbank

1. Install cables in accordance with the manufacturer's instructions and NEC Chapter 3 – Wiring Methods and Materials. Do not exceed maximum wire tension, maximum insulation pressure and minimum bending radius.

2. Pull cables into conduits using adequate lubrication to reduce friction. Lubricants must not be harmful to the conductor insulation.

C. Preparation for Termination

1. Make 600-volt power cable terminations and splices with heat shrinkable sleeves and seals.

2. Terminal lugs and connectors for all sizes of conductors shall be crimp-on type.

3. For size 1/0 AWG and larger, crimp-on lugs shall have the long barrel with 2-hole tongues except in places where termination space is limited.

D. Tests

1. In general, test insulation integrity of the wiring system before terminating.

2. Make sure to disconnect sensitive electronic equipment before testing insulation.

3. Use a 500 VDC megohmmeter and perform the wire system insulation test in accordance with the operating instructions.

E. Termination

1. After the 600-volt wiring system has been tested with satisfactory results, reconnect wire.

END OF SECTION

SECTION 16126
INSTRUMENTATION CABLE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for instrumentation cable.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM).

1. ASTM B3: Soft or Annealed Copper Wires.
2. ASTM B8: Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, Soft.
3. ASTM B33: Tinned Soft or Annealed Copper Wire for Electrical Purposes.

B. Institute of Electrical and Electronics Engineers (IEEE), IEEE 383-2.5: IEEE Standard for Type Test of Class IE Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

C. Insulated Cable Engineers Association (ICEA):

1. ICEA S-61-402: Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy (NEMA WC-5).

2. ICEA S-66-524: Cross-Linked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy (NEMA WC-7).

3. ICEA S-68-516: Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy (NEMA WC-8).

D. Underwriters' Laboratories (UL):

1. UL 44: Rubber Insulated Wires and Cables.
2. UL 83: Thermoplastic Insulated Wire and Cables.

E. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA No. 70 - National Electrical Code (NEC), Chapter No. 3 - Wiring Methods and Materials, Article 725 - Class 1, Class 2, and Class 3 Remote Control, Signaling, and Power-Limited Circuits.

1.03 SUBMITTALS

A. Submit the following under the provisions of Section 01300 - Submittals:

1. Completed engineer's data sheets from this specification or manufacturer's data sheets, cut sheets, and catalog data.

2. Installation, terminating and splicing procedure (including bending radius and pulling tension data).

3. Instruction for handling and storage.

4. Dimensions and weight.

1.04 QUALITY ASSURANCE

A. Tests:

1. Cable shall be tested at the factory to confirm that the cable complies with requirements of ICEA Section 7.7.9 of S-66-524 or 7.5.9 of S-68-516. Refer to data sheet for additional test requirements.

2. Where applicable, the cable shall meet the requirements of the vertical tray flame test as described in IEEE 383-2.5.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship cable on manufacturer's standard reel sizes unless otherwise specified. Where cut lengths are specified, mark reel footage accordingly. Each reel shall contain one continuous length of cable. Reels shall be of the type specified on the data sheets. Provide impact protection by wood lagging or suitable barrier across the traverse of the reel. Provide moisture protection by manufacturer's standard procedure or heat shrinkable self-sealing end caps applied to both ends of the cable.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Alpha Wire Corporation
B. Belden Division, Cooper Industries, Inc.
C. Cablec Continental Cables Company
D. Dekoron Wire & Cable, LLC
E. General Cable Company
F. Manhattan Electric Cable Corporation
G. Okonite Company

2.02 MATERIALS AND EQUIPMENT

A. Design: Provide cable with the following design characteristics. The cable shall consist of multiple conductors. The cable assembly shall be UL listed, flame, oil and sunlight resistant, and certified for continuous operation at the temperature specified on the Instrumentation Cable Data Sheets in wet or dry locations while installed in underground duct, conduit, or cable tray. The number and size of conductors supplied in each cable shall correspond to the quantities specified on the Instrumentation Cable Data Sheets. Each conductor shall be individually insulated. Pairs and triads shall have conductors, which are twisted together with a drain wire, shielded, and covered with a jacket. Multi-pair/triad cables shall consist of the required number of electrically isolated, shielded pairs or triads, which are bundled together and covered by an overall jacket as specified on the Instrumentation Cable Data Sheets.

B. Conductors: Provide conductors which are Class B, concentric stranded, annealed tinned copper whose physical and electrical properties comply with ASTM B3, B8 or B33

and Part 2 of ICEA S-61-402, S-66-524, or S-68-516, unless otherwise specified on the Instrumentation Cable Data Sheets.

C. Insulation: Each conductor shall be insulated as specified on the Instrumentation Cable Data Sheets in compliance the requirements of Part 3 of ICEA S-61-402, S-66-524, or S-68-516. The average insulation thickness shall not be less than the dimensions shown in Table 7-32 or 7.5.1 of ICEA S-66-524 or S-68-516 for 600-volt insulation unless otherwise specified on the Instrumentation Cable Data Sheets. The minimum insulation thickness shall not be less than 90 percent of the value given in the table.

D. Drain Wire: Provide drain wire which is Class B, seven-stranded, tin-coated copper in accordance with ASTM B3, B8, or B33 and as specified on the Instrumentation Cable Data Sheets. The drain wire shall not be less than two AWG sizes smaller than the insulated conductor's size, except for multiple pair triad drain wires, which shall not be less than the insulated conductor size.

E. Shielding: Provide shielding consisting of laminated, nonburning, mylar-backed aluminum tape applied helically around a twisted pair or triad with the aluminum side in continuous contact with the drain wire unless otherwise specified on the Instrumentation Cable Data Sheet. Wrap the tape around each twisted pair or triad with a 25 percent minimum overlap unless otherwise specified on the Instrumentation Cable Data Sheets.

F. Jacket: The physical and electrical properties of the jacket used to cover single or multi-pair or triad cables shall meet the requirements of section 7.7.7 or ICEA S-66-524 or section 7.5.6 of ICEA S-68-516. Jacket material is specified on the Instrumentation Cable Data Sheets. The jacket thickness shall be equal to the dimensions shown in Table 7-33 or 7.5.2 of ICEA S-66-524 or S-68-516. The jacket material is specified on the Instrumentation Cable Data Sheets. The jacket thickness shall be equal to the dimensions shown in Table 7-33 or 7.5.2 of ICEA S-66-524 or S-68-516.

G. Armor: Where requested, use instrumentation cables protected by an interlocked metal tape armor coating made of galvanized steel which meets the requirements of paragraph 4.5 of ICEA S-68-516 or S-66-524, unless otherwise specified on the Instrumentation Cable Data Sheets.

H. Conductor Identification: Use individual conductors in single-pair and single-triad cables which are color coded black and white; and black, white and red, respectively. Multi-pair-triad cables shall have one conductor in each pair or triad colored white, and all other conductors are color coded in sequence according to Table L-2 of Appendix 2 of ICEA S-66-524, and as specified on the Instrumentation Cable Data Sheets.

I. Cable Marking: Print cable-marking information on the jacket of each cable at 2-foot intervals. Use a permanent printing method with color sharply contrasting the jacket color. See the Instrumentation Cable Data Sheets for the minimum information required.

PART 3 EXECUTION

3.01 PREPARATION

A. Complete cable raceway systems, underground duct banks and cable support systems before installing cables.

B. Verify sizing of raceways and pullboxes to ensure proper accommodation for the cables.

C. Check the length of the cable raceway system against the length of cable on the selected reel.

D. Do not install or work on PVC insulated or jacketed cables in temperatures below 32 degrees F.

E. Clean conduits of foreign matter before cables are pulled.

F. Provide at least 30 percent spare conductors or pairs.

3.02 INSTALLATION

A. Cable in Conduit and Ductbank

1. Install cables in accordance with the manufacturer's instructions and NEC Article 725 - Class 1, Class 2, and Class 3 Remote Control, Signaling and Power Limited Circuits. Do not exceed maximum wire tension, maximum insulation pressure and minimum bending radius.

2. Pull cables into conduits using adequate lubrication to reduce friction. Lubricants must not be harmful to the conductor insulation or cable jacket.

3. Conduits carrying low-level signal cables shall be PVC-coated rigid steel.

B. Cable in Tray: Install instrument and signal cable in cable tray only when the tray is dedicated for this type cable and cables are approved for tray installation.

C. Termination:

1. Do not splice conductors. For termination use crimp-on type ring tongue non-insulated tin-plated copper lugs.

2. For shielded control cable, terminate the shield and ground it at one end only, preferably at the control panel end for instrument and communication cable and at the supply end for electronic power cables. Shield on ungrounded cable end to be wrapped cylindrically around cable end and thoroughly insulated with Scotch 33 electrical tape. Grounded end to be of sufficient length to reach ground screw or terminal strip and insulated with transparent tubing.

3. If splicing is required, maintain shield continuity by jumpering the ground shield across connection point where it is broken at junction boxes, or other splice points. Insulate these points from ground.

4. Mark wiring on both ends with circuit numbers or loop tag numbers. Heat shrink wire markers after the ring tongue terminal has been installed. Extend the marker over the crimp or base of the terminal.

D. Tests:

1. Before connecting the cables, test insulation integrity and conductor continuity.

2. Test shielded cable shields with an ohmmeter for continuity along the length of the cable and for shield continuity to ground.

3. Connect shielded instrumentation cables to a calibrated 4-20 milliamp DC signal transmitter and receiver. Test at 4,12, and 20 milliamp transmitter settings.

4. Test each electrical circuit after permanent cables are in place to demonstrate that the circuit and connected equipment perform satisfactorily and that cables are free from improper grounds and short circuits.

E. Termination: After the instrumentation cable has been tested with satisfactory results, the cable can be terminated at both ends to their designated terminal points.

END OF SECTION

SECTION 16131
DEVICE, PULL AND JUNCTION BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for device, pull, and junction boxes.

1.02 REFERENCES

A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA).

1. FB1 - Fittings and Support for Conduits and Cable Assemblies

2. 250 - Enclosures for Electrical Equipment (1000 volts maximum)

B. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA70 - National Electrical Code (NEC) - Article 370 - Outlet Device, Pull and Junction Boxes, Conduit Bodies and Fittings.

C. Underwriters Laboratories (UL):

1. 50 - Safety Cabinets and Boxes

2. 508 - Safety Industrial Control Equipment

3. 514B - Safety Fittings for Conduit and Outlet Boxes

4. 886 - Safety Outlet Boxes and Fittings for Use in Hazardous Areas

1.03 SUBMITTALS

A. Submit all products covered under this specification for Engineer’s approval.

B. Manufacturer's cut sheets, catalog data

C. Instruction for handling and storage

1. Installation instructions

2. Dimensions and weights

1.04 DELIVERY, STORAGE AND HANDLING

A. Pack and crate boxes to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Cast Device Boxes

1. Appleton Electric Company

2. Crouse-Hinds, Division of Cooper Industries

3. Killark Electric Manufacturing Company

2.02 MATERIALS AND EQUIPMENT

A. Device Boxes

1. Provide UL-approved boxes designed and manufactured to house electrical devices like receptacles and switches, and in conformance with NEMA FB1 and NEC Article 370.

2. Supply boxes that are hot-dip galvanized on cast iron suitable for corrosive and 0 wet atmosphere.

B. Hardware

1. Mounting Hardware: Stainless steel

2. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal.

PART 3 EXECUTION

3.01 PREPARATION

A. Review the drawings and determine how many boxes of each kind are required and check if supplied quantity is sufficient.

3.02 INSTALLATION

A. Boxes described in this specification shall be used both in dry and wet, corrosive areas, both inside and outside locations.

B. Install boxes in accordance with NEC Article 370 in locations indicated on the Drawings.

C. Install junction and pull boxes in readily accessible places to facilitate wire pulls, maintenance and repair.

D. Plug unused conduit openings.

E. Make conduit connections to sheet metal boxes with watertight conduit connectors.

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for wiring devices including:

1. Receptacles.
2. Wall switches.
3. Wall plates and cover plates.

1.02 REFERENCES

A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA):

1. NEMA WD1 - General Purpose Wiring Devices.
2. NEMA WD6 - Dimensional Requirements.

B. Federal Specifications (WC-596F).

C. American National Standards Institute/National Fire Protection Association (NFPA):

1. NFPA No. 70 - National Electrical Code (NEC), Articles 210 Branch Circuits, 250 Grounding and 410, Paragraphs 56, 57 and 58.

1.03 SUBMITTALS

A. Submit all products covered under this specification for Engineer’s approval:

1. Manufacturer's product literature and specifications including dimensions, weights, certifications and instructions for handling, storage and installation.

1.04 DELIVERY, STORAGE AND HANDLING

A. Pack and crate devices to permit ease of handling and protect from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Bryant Electric

B. Crouse-Hinds, Arrow Hart Division

C. Hubbel Inc. Wiring Devices Division

D. Leviton Manufacturing Company

E. Pass & Seymour/Legrand.

2.02 MATERIALS AND EQUIPMENT

A. Standards: Conform to NEMA WD1 for general requirements and NEMA WD6 for dimensional requirements.

B. Manufacture devices to heavy-duty industrial specification grade with brown nylon bodies (orange for isolated-ground receptacles) back and side wiring provisions and green-colored grounding screws.

C. Receptacles:

1. Duplex-type receptacles: Rated 20 amps at 120 volts.

2. Contacts: Brass or phosphor bronze.

3. Receptacle grounding system: Extend to the mounting strap unless isolated ground is indicated or required.

4. GFI or GFCI (ground fault circuit interrupter) receptacles: Provide feed-through type with test and reset button.

D. Wall Switches:

1. Toggle switches: Rated 20 amps at 120/277 volts AC rated for both resistive and inductive loads.

2. Contacts: Silver cadmium oxide construction to prevent sticking, welding and excessive pitting.

E. Cover Plates:

1. Receptacles:

a. In outdoor areas, provide cover plates of cast metal, in-use type with stainless steel hardware.

b. In indoor, corrosive and/or wet areas, provide cover plates of polycarbonate type with stainless steel hardware.
c. All other plates: Type 302 stainless steel.

2. Wall Switches

a. In outdoor or corrosive or wet locations, provide cover plates of cast metal, gasketed with spring-loaded hinged covers and stainless steel hardware.
b. All other plates: Type 302 stainless steel.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that device boxes are correctly placed.

B. Verify that the correct quantity, size and type of wires are pulled to each device box.

C. Verify that wiring has been checked at both ends.

D. Prepare wire ends for connection to devices.

E. Inspect each wiring device for defects.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install devices plumb and level.

C. Install switches with OFF position down.

D. Install receptacles with grounding pole on top.

E. Connect wiring device grounding terminal to outlet box with bonding jumper.

F. Connect wiring devices by wrapping conductors clockwise around screw terminals.

G. Install cover plates on switch, receptacle and blank outlets in finished areas.

H. Energize and test devices for proper operation.

END OF SECTION

SECTION 16165
DISCONNECT SWITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specifications for disconnect switches including:

1. Fusible disconnect switches
2. Non-fusible disconnect switches
3. Circuit breaker type disconnect switches
4. Fuses
5. Circuit breakers

1.02 REFERENCES

A. American National Standards Institute/National Electrical Manufacturers Association (ANSI/NEMA)

1. NEMA AB1: Molded Case Circuit Breakers
2. NEMA KS1: Enclosed Switches

B. Underwriters Laboratories (UL)

1. UL 98: Standard for safety enclosed switches and Dead Front Switches
2. UL 198C: High Interrupting Capacity Fuses, Current Limiting type
3. UL 198E: Class R Fuses

C. American National Standards Institute/National Fire Protection Association (ANSI/NFPA), NFPA No. 70 - National Electrical Code (NEC), Article 380 - Switches.

1.03 SUBMITTALS

A. Submit all products covered under this specification for Engineer’s approval:

1. Manufacturer's cut sheets and catalog data
2. Switch internal arrangement
3. Breaker or fuse characteristic curves
4. Instructions for handling and storage
5. Installation instructions
6. Dimensions and weights

1.04 QUALITY ASSURANCE

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term “NRTL” shall be defined in OSHA Regulation 1910.7.
2. Terms “listed” and “labeled” shall be defined in National Electrical Code, Article 100.

B. Single-Source Responsibility: Enclosed switches and circuit breakers shall be product of single manufacturer.

1.05 DELIVERY, STORAGE AND HANDLING

A. Have disconnect switches packed and crated to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Disconnect Switches and Circuit Breakers:

1. Eaton/Cutler-Hammer
2. General Electric
3. Siemens
4. Square D Company

B. Fuses:

1. Bussman Division, Cooper Industries
2. Mersen
3. Littelfuse Incorporated

2.02 MATERIALS AND EQUIPMENT

A. Disconnect Switches:

1. Characteristics: Horsepower rated, 300-volt, heavy-duty type with an interlocked door, positive quick-make, quick-break mechanism and visible blades.

2. Use switches and components designed, manufactured and tested in accordance with NEMA AB1, NEMA KS1, UL 98, and NEC Article 380.

3. Enclose switch in the enclosure type as stated on the drawings. If not stated on drawings, provide NEMA 12 type enclosure for indoor application and NEMA 3R type enclosure for outdoor applications except in corrosive areas. In corrosive areas, provide NEMA 4X (type 304 or 316 stainless steel).

4. Provide switches with provisions for padlocking the operating lever in OFF position and door in closed position.

5. Select switches having the number of poles and general size conforming to the Drawings.

6. Conform to fusible, non-fusible or circuit breaker type switch requirements as shown on Drawings or one-line diagrams.

7. Provide an auxiliary contact, shown on the Drawings.

8. Select fuses or circuit breakers with current interrupting duty as calculated for the

points of switch application or as indicated on the Drawings or one-line diagrams.

B. Fuses: Unless otherwise noted on Drawings, for fuses used in disconnect switches, provide the dual-element, time-delay type with the maximum interrupting rating of 200,000 amperes, conforming to the current NEC.

C. Circuit Breakers: When circuit breakers are used in disconnect switches, provide the thermal-magnetic type with current interruption ratings as required at the point of application.

D. Conduit Connectors: Watertight as manufactured by Myers Hubs, or equal.

PART 3 EXECUTION

3.01 PREPARATION

A. Review the Drawings and verify the disconnect switches are correct for the applications.

B. Make sure that the correct fuses or breakers are being used regarding size and short circuit interrupting capability.

C. Prepare adhesive labels on the inside door of each switch indicating UL fuse class and size or breaker type and size for replacement.

3.02 INSTALLATION

A. Install disconnect switches in accordance with manufacturer's written instructions and NEC Article 380.

B. Mount switches 6'-6" (to top of cabinet) above finished floor or grade.

C. Install switches level and plumb.

D. In wet and corrosive areas, including outdoor locations, install switches on spacers to provide a space of approximate 1/4-inch between the back of cabinet and the mounting surface.

E. In wet and corrosive areas, including outdoor locations, connect conduit to the bottom of enclosure and to the lower 30 percent of the sides using watertight connectors.

3.03 ADJUSTING

A. Set field-adjustable enclosed switches and circuit breaker trip ranges as indicated.

3.04 CLEANING

A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finish including chips, scratches, and abrasions.

END OF SECTION

SECTION 16170
GROUNDING AND BONDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding electrodes and conductors
B. Equipment grounding conductors
C. Bonding
D. Power system grounding
E. Communication system grounding
F. Electrical equipment and raceway grounding and bonding
G. Control equipment grounding

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM B3: Soft or Annealed Copper Wires
2. ASTM B8: Concentric-Lay-Stranded Copper Conductors, Hard, Medium Hard, Soft
3. ASTM B33: Tinned Soft or Annealed Copper Wire for Electrical Purposes

B. Institute of Electrical and Electronics Engineers (IEEE):

1. IEEE 142-82: Recommended Practice for Grounding of Industrial and Commercial Power Systems

2. IEEE 383-2.5: IEEE Standard for Type Test of Class IE Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

C. Underwriters' Laboratories (UL):

1. UL 83: Thermoplastic Insulated Wire and Cables
2. UL 467: Grounding and Bonding Equipment

D. National Fire Protection Association (NFPA), NFPA No. 70 - National Electrical Code (NEC), Article No. 250 - Grounding.

1.03 SUBMITTALS

A. Submit the following under the provisions of Section 01300 - Submittals:

1. Manufacturer's cut sheets and catalog data
2. Installation, terminating and splicing procedure
3. Instruction for handling and storage
4. Dimensions and weight

B. Submittals after construction

1. Report of field tests and observations certified by Contractor.

1.04 QUALITY ASSURANCE

A. Tests:

1. Use insulated cable conforming to requirements of the vertical tray flame test as described in IEEE 383-2.5.

2. Test grounding system in the field in accordance with procedures outlined in Part 3 - Execution.

1.05 DELIVERY, STORAGE AND HANDLING

A. Ship grounding cable on manufacturer's standard reel sizes unless otherwise specified. Where cut lengths are specified, mark reel footage accordingly. Each reel shall contain one continuous length of cable. Provide impact protection by wood lagging or suitable barrier across the traverse of the reel. Pack and crate other materials specified to withstand normal abuse during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Cable:

1. American Insulated Wire Company
2. Houston Wire & Cable
3. General Cable Company
4. Okonite Company
5. Interstate Wire Company
6. Southwire
7. Encore Wire

B. Ground Rods and Connectors:

1. Blackburn
2. Copperweld
3. Thomas & Betts

C. Exothermic Connections:

1. Burndy Corporation (Therm-O-Weld)
2. Erico Products (Cadweld)

D. Grounding Connectors:

1. Burndy Corporation
2. O.Z. Gedney
3. Thomas & Betts

2.02 MATERIALS AND EQUIPMENT

A. Design:

1. Provide grounding cable and materials with the following characteristics:

a. Use a grounding system designed in accordance with NEC Article No. 250 - Grounding, and the IEEE 142-82 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.

B. Materials:

1. Use grounding conductors, bare or insulated, which are manufactured and tested in accordance with applicable standards ASTM B3, ASTM B8 and ASTM B33.

2. Where specified on Drawings, provide a main ground loop of No. 4/0 AWG, Class C stranded, bare copper cable. Small groups of isolated equipment may be grounded by a No. 2 AWG minimum insulated conductor connected to the main loop. Generally, taps shall be sized as follows:

a. Main ground loop or grid: #4/0 minimum
b. Switchgear, motor control centers and power transformers: #4/0
c. Motors 200 hp and above: #4/0
d. Power panels - AC and DC: #2/0
e. Control panels and consoles: #2
f. Building columns: #4/0
g. Fencing posts: #2/0

3. Where single conductor insulated grounding conductors are called for, use 600-volt insulation. Use ground conductors identified with green insulation or green tape marking.

4. Supply identifying ribbon which is PVC tape, 3 inches wide, red color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters as specified in Section 16195, Electrical Identification.

5. Utilize flexible copper braid across hinged chain link or fence gates to bond the movable portion to the grounded fence post.

PART 3 EXECUTION

3.01 PREPARATION

A. Complete site preparation and soil compaction before trenching and driving ground rods for the underground grid.

B. Verify from Drawings the exact location of stub-up points for grounding of equipment, fences and building or steel structures.

3.02 CONSTRUCTION CRITERIA

A. Install the main ground loop at a depth of at least 30 inches below earth surface. Connect the ground loop to ground rods and to tap connections to form a complete system as indicated on the electrical Drawings. The Contractor shall give special attention to the grounding of service equipment, structures and fences to comply with the NEC, local authorities and the serving utility company.

B. Electrical equipment, buildings, tanks, and other structures and equipment shall be grounded as indicated on the Drawings. Where ground rods are required, the rods shall be 10 feet long, 3/4-inch diameter, copper-clad steel ground rods, or as specified on the Drawings. Rods shall be driven vertically, and the top of the rods shall be a minimum of 18 inches below finished grade, or as specified on the Drawings.

C. Local pushbutton and selector switch stations, two-wire control devices, disconnect switches, lighting transformers, panelboards, operator panels, benchboards, and the enclosures of other electrical apparatus shall be grounded through an equipment grounding conductor run with the power supply or control circuit conductors or shall be grounded as shown on the Drawings.

D. Ground medium voltage motors, in addition to the grounding conductors in the motor feeder cable, with a separate No. 4/0 AWG cable to motor frame.

E. Motors having power supplied by multiconductor cable shall be grounded by a separate grounding conductor in the cable and where supplied by single conductor cable in conduit by a grounding conductor pulled in the conduit. Connect ground conductors to the ground bus in the motor control center and to the ground terminal provided in the motor conduit box.

F. Do not ground the insulated bearing pedestals of large motors.

G. Connect ladder-type cable trays to the grounding electrode system.

H. Install a warning ribbon approximately 12 inches below finished grade directly above the ground grid.

I. Connect fence posts of chain link and metal fences to the main ground loop at least every 50 feet.

3.03 INSTALLATION

A. Equipment Grounding:

1. Make grounding connections to surfaces, which are dry and cleaned of paint, rust, oxides, scales, grease and dirt to ensure good conductivity. Clean copper and galvanized steel to remove oxide before making welds or connections.

2. Use the exothermic welding process for below-grade grounding connections, except at ground rods. Use mechanical connectors or thermal connections for above-grade grounding connections as shown on the Drawings.

3. Make grounding connections to electrical equipment, vessels, mechanical equipment and ground rods in accordance with the Drawings.

4. Ground tanks and vessels by making connections to integral structural supports or to existing grounding lugs or pads, and not to the body of the tank or vessel.

5. Leave ground connections to equipment visible for inspection. Protect them with PVC non-metallic conduit as indicated on the Drawings.

6. Make connections to motor frames and ground buses with lugs attached to the equipment by means of bolts. Do not use motor anchor bolts or equipment housing for fastening lugs of grounding cable.

7. Where the wiring for lighting systems consists of single conductor cables in conduit, provide each conduit with an equipment-grounding conductor. Use a grounding conductor with green colored insulation and ground equipment in the lighting system.

B. Raceway and Support Systems Grounding:

1. Install raceway, cable rack or tray and conduit so that it is bonded together and permanently grounded to the equipment ground bus, according to the Drawings. Connection to conduit may be grounding bushing or ground clamp.

2. Install raceway at low voltage motor control centers or other low voltage control equipment so that it is bonded and grounded, except that any conduit which is effectively grounded to the sheet metal enclosure by bonding bushing or hubs need not be otherwise bonded.

3. Where a grounding conductor is run in or on a cable tray, bond the grounding conductor to each section of cable tray with a cable tray ground clamp.

4. Where only grounding conductor is installed in a metal conduit, bond both ends of the conduit to the grounding conductor.

5. Provide flexible "jumpers" around raceway expansion joints. Use copper bonding straps for steel conduit. Install jumpers across cable tray joints, which have been parted to allow for expansion and any hinged cable tray connections.

C. Fences and Gates:

1. Ground fences, fence posts and gates to the underground grid as shown on the Drawings.

D. Power System Grounding:

1. Solidly ground the secondary neutral of the main power supply transformer either to the ground grid or through an impedance. See Drawings for details.

2. Solidly ground the neutral of lighting, instrument and control transformers.

E. Cable Armor and Shields:

1. For shielded control cable, terminate and ground the shield at one end only, preferably at the control panel end for instrument and communication cable and at the supply end for electronic power cables. Maintain shield continuity by jumpering the ground shield across connection point where it is broken at junction boxes, or other splice points. Insulate these points from ground.

2. Connect the ground wire in power cable assemblies at each terminal point to a ground bus, if available, or to the equipment enclosure. Do not carry these ground wires through a "doughnut" current transformer (CT) used for ground fault relaying; do carry ground leads from stress cones through CTs. Ground power cable armor and shield at each terminal point.

F. Test Wells:

1. Provide access (test wells) for testing the ground grid system at one or several ground rod locations. Make test wells of a pipe surrounding the rod and connections with a cover placed on top at grade level. See Drawings for details.

3.04 FIELD QUALITY CONTROL

A. Test:

1. Perform ground resistance tests after underground installation and connections to building steel are complete, unless otherwise noted on applicable Drawings.

2. Make tests at each ground test well using a "fall of potential" test method. Each ground test well shall not exceed a maximum resistance of 5 ohms. Where measured values exceed this figure, install additional ground rods as required to reduce the resistance to the specified limit.

B. Inspection:

1. Inspection of the grounding system by the Engineer and the local Code Inspector must take place before the grid trenches are backfilled.

3.05 RESTORATION

A. Restore surface features at areas disturbed by excavation and reestablish original grades except as otherwise indicated.

B. Where sod has been removed, replace it as soon as possible after backfilling is completed.

C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other Work to their original condition.

D. Include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, or mulching.

E. Restore disturbed paving as indicated.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Requirements of Division 16 "Basic Electrical Requirements" apply to this Section.

1.02 SECTION INCLUDES

A. Conduit and equipment supports.
B. Anchors and fasteners.
C. Strut.
D. Fittings.
E. Hangers.
F. Hanger rod.
G. Brackets.
H. Cable ties.
I. Spring vibration isolators.
J. Concrete Equipment Pads.

1.03 SUBMITTALS:

A. Submit the following in accordance with Section 16010:

1. Provide strut by no more than two (2) manufacturers.

2. Hanger and support schedule showing manufacturer's figure number, size, spacing, features, and application for each required type of hanger, support, sleeve, seal, and fastener to be used.

3. Shop drawings indicating details of fabricated products and materials.

4. Submittals in this section shall also be signed by the Structural Engineer and/or System Building Manufacturers where applicable.

1.04 QUALITY ASSURANCE:

A. Comply with the following:

1. Electrical components shall be listed and labeled by UL, ETL, CSA, or other approved, nationally recognized testing and listing agency that provides third-party certification follow-up services.

2. Comply with Federal Specification W-C-582A, FF-B-575C and FS-S-760A(2).

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:

1. Slotted Metal Angle and U-Channel Systems:

   a. Allied Tube & Conduit
   b. American Electric
   c. B-Line Systems, Inc.
   d. GS Metals Corp.
   e. Unistrut Corporation

2. Hangers:

   a. Erico/Caddy
   b. Allied
   c. American Electric
   d. B-Line
   e. GS Metals
   f. Unistrut

3. Brackets:

   a. Erico
   b. Bowers
   c. Raco
   d. Steel City

4. Vibration Isolators:

   a. Amber/Booth
   b. Dynasonic
   c. Grinnell
   d. Mason Industries

2.02 COATINGS

A. Coating: Strut, fittings, hangers and hanger rod shall be ASTM A123 hot dip galvanized after fabrication. Hardware fasteners and clamps shall have ASTM B633 Type III SCI electroplated zinc coatings.

2.03 MANUFACTURED SUPPORTING DEVICES

A. Raceway Supports: Clevis hangers, riser clamps, conduit straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring steel clamps. Purlin hangers shall mount to the vertical member of the purlin or as otherwise required by building manufacturer and/or structural engineer.

B. Fasteners: Types, materials, and construction features as follows:

1. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using beam clamps.

2. Use steel springhead type toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.

3. Fasteners for Damp or Wet Locations: Stainless steel screws and hardware.

4. Do not use powder-actuated anchors.

5. Do not drill structural steel members.

C. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking nylon cable ties, 0.18-inch minimum width, 50-lb minimum tensile strength, and suitable for a temperature range from minus 50 deg F to 350 deg F. Provide ties in specified colors when used for color coding.

D. Cable Supports for Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug for nonarmored electrical cables in riser conduits. Provide plugs with number and size of conductor gripping holes as required to suit individual risers. Construct body of malleable-iron casting with hot-dip galvanized finish.

E. U-Channel Systems (Strut): 12-gauge steel 1-5/8" x 1-5/8" minimum channels, with 9/16" x 1-1/8" maximum short slots at 2" on center maximum. Strut shall be cold formed per ASTM A570 GR33. Joints in strut system shall be made with 4 bolt accessories as a minimum. Conduit clamps to strut shall be bolt unistrut 1100, 1200, 1400 Series or equal.

F. Recessed Box Supports Brackets: Mount boxes with Erico/Caddy SGB Series, FBS Series or equal.

2.04 FIELD FABRICATED SUPPORTING DEVICES

A. General: Shop or field-fabricated supports or manufactured supports assembled from U-channel components.

B. Steel Brackets: Fabricated of angles, channels, and other standard structural shapes. Connect with welds and machine bolts to form rigid supports.

C. Pipe Sleeves: Provide pipe sleeves of one of the following:

1. Sheet Metal: Fabricate from galvanized sheet metal; round tube closed with snaplock joint, welded spiral seams, or welded longitudinal joint. Fabricate sleeves from the following gage metal for sleeve diameter noted:

a. 3-inch and smaller: 20-gauge.
b. 4-inch to 6-inch: 16-gauge.

c. over 6-inch: 14-gauge.

2. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe.

D. All Thread Rod: Hot dip galvanized, 1/4" minimum.

2.05 VIBRATION ISOLATORS

A. Hangers: Spring steel hangers shall be amber/booth BS Series or equal.

B. Pads: Provide ribbed neoprene pads amber/booth Type NR or equal.

PART 3 EXECUTION

3.01 GENERAL

A. Install supporting devices to fasten electric components securely and permanently in accordance with NEC, NECA and manufacturers requirements.

B. Fastening: Unless otherwise indicated, fasten electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, cables, cable trays, busways, cabinets, panelboards, transformers, boxes, disconnect switches, and control components in accordance with the following:

1. Fasten by means of wood screws or screw-type nails on wood, toggle bolts on hollow masonry units, concrete inserts or expansion bolts on concrete or solid masonry, and machine screws, welded threaded studs, or spring-tension clamps on steel. Do not weld conduit, pipe straps, or items other than threaded studs to steel structures. In partitions of light steel construction, use sheet metal screws.

2. Holes cut to depth of more than 1-1/2 inches in reinforced concrete beams or to depth of more than 3/4 inch in concrete shall not cut the main reinforcing bars. Fill holes that are not used.

3. Ensure that the load applied to any fastener does not exceed 25 percent of the proof test load. Use vibration and shock resistant fasteners for attachments to concrete slabs.

C. Exclusions:

1. Do not fasten supports to ceiling system, pipes, ducts, mechanical equipment and conduit.

2. Tie wires and perforated pipe straps shall not be used for securing conduits.

3. Do not support loads from the bottom chord member of trusses or open web steel joists.

4. Do not attach conduit to ceiling support wires or ceiling tees.

5. Do not use powder-actuated anchors unless indicated by Architect or Structural Engineer.

6. Do not drill or cut structural members unless directed by Architect or Structural Engineer.

D. Touch up all scratches or cuts on steel components with an approval zinc chromate or a 90 percent zinc paint. Use PVC compound on PVC coated components.

3.02 CONDUIT, RACEWAYS AND SLEEVES

A. Fabricate supports form structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nut unless otherwise noted.

B. Strength of each support shall be adequate to carry present and future load multiplied by a safety factor of at least four.

C. Install individual and multiple raceway hangers and riser clamps as necessary to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assembly and for securing hanger rods and conduits.

D. Support parallel runs of horizontal raceways together on trapeze-type hangers. Where conduit is of different sizes, use the same trapeze hanger space supports for the smallest size conduit on the rack.

E. Support individual horizontal raceways by separate pipe hangers. Spring steel fasteners may be used in lieu of hangers only for 1-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings only. For hanger rods with spring steel fasteners, use ¼-inch diameter or larger threaded steel. Use spring steel fasteners that are specifically designed for supporting single conduits or tubing.

F. Branch circuit raceways which are 1-inch or smaller may be attached to wall studs by use manufactured clips.

G. Space supports for raceways in accordance with NEC.

H. In vertical runs, arrange support so the load produced by the weight of the raceway and the enclosed conductors is carried entirely by the conduit supports with no weight load on raceway terminals.

I. Sleeves: Install in concrete slabs and walls and all other fire-rated floors and walls for raceways and cable installations. For sleeves through fire-rated wall or floor construction, apply UL-listed firestopping sealant in gaps between sleeves and enclosed conduits and cables.

3.03 BOXES AND WIRING DEVICES

A. Structural Mounting: They shall be rigidly supported from a structural member of the building either directly or by using a metal or wood brace. Support wires that do not provide rigid support shall not be permitted as the sole support.

B. Outlet or junction boxes in exposed or concealed ceilings, all thread rod, manufactured brackets shall be mounted to building structure, strut suspended from building structure. Do not support boxes with conduit only or with all thread rod.

C. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.

D. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.

E. Use stamped steel bridges to fasten flush mounting outlet box between studs.

F. Metal braces shall be protected against corrosion and formed from metal not less than .020 inch (508 micrometers) thick uncoated.

G. Use adjustable steel channel fasteners for hung ceiling outlet box.

H. Do not fasten boxes to ceiling support wires or tees.

3.04 CABLE TRAYS

A. Cable tray shall be supported with strut, all thread rod and beam clamps at intervals no longer than as specified in Section 16114.

3.05 WIRES AND CABLES

A. Vertical Conductor Supports: Install simultaneously with installation of conductors.

3.06 BUSWAY

A. Provide hangers and supports by busway manufacturer at intervals indicated in Section 16466.

3.07 LIGHTING FIXTURES

A. Provide supports as indicated in Section 16510 and 16530.

3.08 INDOOR AND OUTDOOR WALL MOUNTED EQUIPMENT

A. This shall include but not be limited to cabinets, enclosures, disconnect switches, panelboards, motor controllers, VFD's, small transfer switches and wireways.

B. All cabinets and panelboards shall be wall mounted unless otherwise indicated.

C. Install surface-mounted cabinets and panelboards with minimum of four anchors.

D. In wet and damp locations use steel channel supports to stand cabinets and panelboard one inch off wall.

E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

3.09 INDOOR FLOOR MOUNTED EQUIPMENT

A. This shall include but not be limited to switchboards, dry type transformers and large transfer switches.

B. Free standing equipment shall be installed on concrete pads unless noted otherwise.

C. Concrete pads shall be 3" tall and be 2" wider than equipment on all 4 sides.

D. Concrete shall be 3000 PSI, 28 day compressive strength.

E. Concrete, forms and reinforcing shall be in accordance with Division 3.

F. Floor mounted transformers shall also be provided with neoprene vibration isolation pads.

3.10 INDOOR SUSPENDED EQUIPMENT

A. Equipment to be suspended shall be supported with strut, with all thread rod and beam clamps.

B. Transformers shall also have spring steel hanger vibration isolators.

3.11 INDOOR AND OUTDOOR RACK OR PEDESTAL MOUNTED EQUIPMENT

A. Equipment shall be rack or pedestal mounted only where indicated or required by installation.

B. Mount on strut bolted to concrete or anchored with concrete base when located outside.

3.12 OUTDOOR PAD MOUNTED EQUIPMENT

A. This shall include but not be limited to distribution transformers, switchgear, switchboards, dry type transformers, motor control centers and generators.

B. Concrete pads shall have a footprint 12" larger than equipment on all sides.

C. Concrete pads shall be 6" thick with 18" deep by 12" wide grade beams on all sides.

D. Concrete shall be 3000 PSI, 28 day compressive strength.

E. Provide 6" wire mesh in pad.

F. Provide 4#4 bar with #3 stirrups at 18" on center in grade beams.

END OF SECTION

SECTION 16195
ELECTRICAL IDENTIFICATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Identification of electrical materials, equipment, and installations.

1.02 SUBMITTALS

A. Submit all products covered under this specification for Engineer’s approval.

B. Product Data:

1. Submit for each type of product specified.

C. Samples:

1. Submit for each color, lettering style, and or graphic representation required for identification materials, samples of labels and signs.

D. Miscellaneous:

1. Schedule of identification nomenclature to be used for identification signs and labels.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. National Electrical Code: Components and installation shall comply with NFPA 70.

B. Comply with ANSI C2.

PART 2 PRODUCTS

2.01 RACEWAY AND CABLE LABELS

A. Manufacturer's Standard Products:

1. Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, or as specified elsewhere.

B. Conform to ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway or cable size.

1. Color: Black legend on orange field.

2. Legend: Indicates voltage.

C. Adhesive Labels:

1. Preprinted, flexible, self-adhesive vinyl. Legend is over-laminated with clear, wear and chemical resistant coating.

D. Pre-tensioned, Wraparound Plastic Sleeves:

1. Flexible, preprinted, color-coded, acrylic bands sized to suit diameter of line it identifies and arranged to stay in place by pre-tensioned gripping action when placed in position.

E. Colored Adhesive Tape:

1. Self-adhesive vinyl tape not less than 3-mils thick by 1 to 2-in. wide (0.08-mm thick by 25 to 51-mm wide).

F. Underground Line Warning Tape:

1. Permanent, bright-colored, continuous printed, vinyl tape with following features:

   a. Size: Not less than 6-in. wide by 4-mils thick (152-mm wide by 0.102-mm thick).
   b. Compounded for permanent direct burial service.
   c. Embedded continuous metallic strip or core.
   d. Printed Legend: Indicates type of underground line.

G. Tape Markers:

1. Vinyl or vinyl cloth, self-adhesive, wraparound type with preprinted numbers and letters.

H. Aluminum, Wraparound Marker Bands:

1. Bands cut from 0.014-in. (0.4-mm) thick aluminum sheet, with stamped or embossed legend, and fitted with slots or ears for permanently securing around wire or cable jacket or around groups of conductors.

I. Plasticized Card Stock Tags:

J. Vinyl cloth with preprinted and field printed legends. Orange background, except as otherwise indicated, with eyelet for fastener.

K. Aluminum Faced Card Stock Tags:

1. Wear resistant, 18-point minimum card stock faced on both sides with embossable aluminum sheet, 0.002-in. (0.05-mm) thick, laminated with moisture

resistant acrylic adhesive, and punched for fastener. Preprinted legends suit each application.

L. Brass or Aluminum Tags:

1. Metal tags with stamped legend, punched for fastener. Dimensions: 2 by 2-in. (51 by 51-mm) by 0.05-in. (1.3-mm).

2.02 ENGRAVED NAMEPLATES AND SIGNS

A. Manufacturer's Standard Products:

1. Where more than one type is listed for specified application, selection is Installer's option, but provide single type for each application category. Use colors prescribed by ANSI A13.1, NFPA 70, or as specified elsewhere.

B. Engraving stock, melamine plastic laminate, 1/16-in. (1.6-mm) minimum thick for signs up to 20-sq. in. (129-sq. cm), 1/8-in. (3.2-mm) thick for larger sizes.

1. Engraved Legend: Black letters on white face.
2. Punched for mechanical fasteners.

C. Baked Enamel Signs for Interior Use:

1. Preprinted aluminum signs, punched for fasteners, with colors, legend, and size as indicated or as otherwise required for application. 1/4-in. (6.4-mm) grommets in corners for mounting.

D. Exterior, Metal Backed, Butyrate Signs:

1. Wear resistant, non-fading, preprinted, cellulose acetate butyrate signs with 0.0396-in. (1-mm), galvanized steel backing, with colors, legend, and size appropriate to application. 1/4-in. (6.4-mm) grommets in corners for mounting.

E. Fasteners for Plastic Laminated and Metal Signs:

1. Self-tapping stainless steel screws or No. 10/32 stainless steel machine screws, with nuts, flat washers and lock washers.

2.03 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Cable Ties:

1. Fungus inert, self-extinguishing, 1 piece, self-locking, Type 6/6 nylon cable ties with following features:

a. Minimum Width: 3/16-in. (5-mm).
b. Tensile Strength: 50-lb (22.3 kg) minimum.
c. Temperature Range: Minus 40 to 185°F (Minus 4 to 85°C).
d. Color: As indicated where used for color-coding.

B. Paint:

1. Alkyd-urethane enamel. Primer as recommended by enamel manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install identification devices according to manufacturer's written instructions.

B. Install labels where indicated and at locations for best convenience of viewing without interference with operation and maintenance of equipment.

C. Lettering, Colors, and Graphics:

1. Coordinate names, abbreviations, colors, and or designations used for electrical identification with corresponding designations used in Contract Documents or required by codes and standards. Use consistent designations throughout Project.

D. Sequence of Work:

1. Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.

E. Self Adhesive Identification Products:

1. Clean surfaces of dust, loose material, and oily films before applying.

F. Identify feeders over 600 V with "DANGER HIGH VOLTAGE" in black letters 2-in. (51-mm) high, stenciled with paint at 10-ft (3-m) intervals over continuous, painted orange background. Identify following:

1. Entire floor area directly above conduits running beneath and within 12-in. (305-mm) of basement or ground floor that is in contact with earth or is framed above unexcavated space.

2. Wall surfaces directly external to conduits concealed within wall.

3. All accessible surfaces of concrete envelope around conduits in vertical shafts, exposed in building, or concealed above suspended ceilings.

4. Entire surface of exposed conduits.

G. Install painted identification as follows:

1. Clean surfaces of dust, loose material, and oily films before painting.

2. Prime Surfaces:

a. For galvanized metal, use single component, acrylic vehicle coating formulated for galvanized surfaces. For concrete masonry units, use

heavy duty, acrylic resin block filler. For concrete surfaces, use clear, alkali resistant, alkyd binder type sealer.

3. Apply one intermediate and one finish coat of silicone alkyd enamel.

4. Apply primer and finish materials according to manufacturer's instructions.

H. Identify Raceways and Exposed Cables of Certain Systems with Color Banding:

1. Band exposed and accessible raceways of systems listed below for identification.

a. Bands: Pre-tensioned, snap around, colored plastic sleeves; colored adhesive tape; or combination of both. Make each color band 2-in. (51-mm) wide, completely encircling conduit, and place adjacent bands of 2 color markings in contact, side by side.

b. Locate bands at changes in direction, at penetrations of walls and floors, at 50-ft (15 m) maximum intervals in straight runs, and at 25-ft (7.6 m) in congested areas.

c. Colors: As follows:

(1) Fire Alarm System: Red.
(2) Fire Suppression Supervisory and Control System: Red and yellow.
(3) Combined Fire Alarm and Security System: Red and blue.
(4) Security System: Blue and yellow.
(5) Mechanical and Electrical Supervisory System: Green and blue.
(6) Telecommunications System: Green and yellow.

I. Install Caution Signs for Enclosures Over 600 V:

1. Use pressure sensitive, self-adhesive label indicating system voltage in black, preprinted on orange field. Install on exterior of door or cover.

J. Install Circuit Identification Labels on Boxes:

1. Label externally as follows:

a. Exposed Boxes: Pressure sensitive, self-adhesive plastic label on cover.
b. Concealed Boxes: Plasticized card stock tags.
c. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.

K. Identify Paths of Underground Electrical Lines:

1. During trench backfilling, for exterior underground power, control, signal, and communications lines, install continuous underground plastic line marker located directly above line at 6 to 8-in. (150 to 200-mm) below finished grade. Where multiple lines installed in common trench or concrete envelope do not exceed an overall width of 16-in. (400-mm), use single line marker.

a. Install line marker for underground wiring, both direct buried and in raceway.

L. Color Code Conductors:

1. Secondary service, feeder, and branch circuit conductors throughout secondary electrical system.
   a. Field applied, color coding methods may be used in lieu of factory coded wire for sizes larger than No. 10 AWG.

      (1) Colored, pressure sensitive plastic tape in half-lapped turns for distance of 6-in. (150-mm) from terminal points and in boxes where splices or taps are made. Apply last 2 turns of tape with no tension to prevent possible unwinding. Use 1-in. (25-mm) wide tape in colors as specified. Adjust tape bands to avoid obscuring cable identification markings.

2. Colored cable ties applied in groups of 3 ties of specified color to each wire at each terminal or splice point starting 3-in. (76-mm) from terminal and spaced 3-in. (76-mm) apart. Apply with special tool or pliers, tighten to snug fit, and cut off excess length.

System Voltage	A	B	C	Neutral
120/240 Volt 1Ph/3w	Black	Red		White
120/208 Volt 3Ph/4w	Black	Red	Blue	White
120/240 Volt 3Ph/4w	Black	Orange	Blue	White
277/480 Volt 3Ph/4w	Brown	Purple	Yellow	Gray
Motor Control	1	Black		
	2	Red		
	3	Blue		
Ground				Green

M. Power Circuit Identification:

1. Use metal tags or aluminum wraparound marker bands for cables, feeders, and power circuits in vaults, pull boxes, junction boxes, manholes, and switchboard rooms.

   a. Legend: ¼-in. (6.4-mm) steel letter and number stamping or embossing with legend corresponding to indicated circuit designations.

   b. Fasten tags with nylon cable ties; fasten bands using integral ears.

N. Apply identification to conductors as follows:

1. Conductors to Be Extended in Future: Indicate source and circuit numbers.

2. Multiple Power or Lighting Circuits in Same Enclosure: Identify each conductor with source, voltage, circuit number, and phase. Use color coding for voltage and phase indication of secondary circuit.

3. Multiple Control and Communications Circuits in Same Enclosure: Identify each conductor by its system and circuit designation. Use consistent system of tags, color-coding, or cable marking tape.

O. Apply warning, caution, and instruction signs and stencils as follows:

1. Install warning, caution, and instruction signs where indicated or required to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install butyrate signs with metal backing for outdoor items.

2. Emergency Operating Signs:

a. Install engraved laminate signs with white legend on red background with minimum 3/8-in. (9-mm) high lettering for emergency instructions on power transfer, load shedding, and or emergency operations.

P. Install identification as follows:

1. Apply equipment identification labels of engraved plastic laminate on each major unit of equipment, including central or master unit of each system. This includes communication, signal, and alarm systems, unless units are specified with their own self-explanatory identification. Except as otherwise indicated, provide single line of text with ½-in. (13-mm) high lettering on 1-1/2-in. (38-mm) high label; where 2 lines of text are required, use lettering 2-in. (51-mm) high. Use white lettering on black field. Apply labels for each unit of following categories of equipment:

a. Panelboards, electrical cabinets, and enclosures.
b. Access doors and panels for concealed electrical items.
c. Electrical switchgear and switchboards.
d. Electrical substations.
e. Motor control centers.
f. Motor starters.
g. Push button stations.
h. Power transfer equipment.
i. Contactors.
j. Remote controlled switches.
k. Dimmers.
l. Control devices.
m. Transformers.
n. Inverters.
o. Rectifiers.
p. Frequency converters.
q. Battery racks.
r. Power generating units.
s. Telephone switching equipment.
t. Clock/program master equipment.
u. Call system master station.
v. TV/audio monitoring master station.
w. Fire alarm master station or control panel.

x. Security monitoring master station or control panel.

2. Apply designation labels of engraved plastic laminate for disconnect switches, breakers, push buttons, pilot lights, motor control centers, and similar items for power distribution and control components above, except panelboards and alarm/signal components where labeling is specified elsewhere. For panelboards, provide framed, typed circuit schedules with explicit description and identification of items controlled by each individual breaker.

END OF SECTION

SECTION 16401
ELECTRIC SERVICE

PART 1 GENERAL

1.01 SUMMARY

A. Electric Utility Charges:

1. Electric Utility charges for extension of distribution system to point of service termination and meters will be paid by Owner.

1.02 DEFINITIONS

A. Electric Utility: Local Electric Power Company.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements:

1. National Fire Protection Association (NFPA):

a. NFPA No. 70-93 - National Electrical Code (NEC).

PART 2 PRODUCTS

2.01 ELECTRIC SERVICE

A. Electric Service Characteristics:

1. As indicated on Drawings and provided by Electric Utility.

PART 3 EXECUTION

3.01 PREPARATION

A. Confirmation of Electric Service:

1. Consult with Electric Utility to verify service information specified and shown on Drawings.

2. Include deviations required by Electric Utility from contract documents to comply with Electric Utility standards and requirements.

B. Metering:

1. Consult with Electric Utility regarding service entrance requirements and metering equipment.

2. Install metering equipment and empty conduit for metering conductors to meet standards and requirements of Electric Utility.

C. Application for Electric Service.

1. Obtain required forms from Electric Utility.

2. Assist OWNER in completion of forms and deliver completed forms to Electric Utility.

3. Coordinate schedule for installation of electric service with Electric Utility.

END OF SECTION

SECTION 16470
PANELBOARDS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Lighting and power panelboards and associated auxiliary equipment rated 600 V or less.

1.02 REFERENCES

A. National Electrical Manufacturers Association (NEMA):

1. NEMA PB.1-90 - Panelboards.

2. NEMA PB1.1-91 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 volts or less.

B. Underwriter's Laboratory (UL):

1. UL 486A-86- Wire Connectors and Soldering Lugs for Use with Copper Conductors, 7th Edition.

2. UL 870-85 - Wireways, Auxiliary Gutters, and Associated Fittings, 5th Edition.

1.03 DEFINITIONS

A. Load Center: Panelboard with thermal magnetic circuit-breaker branches, primarily of plug-in type, designed for residential and light commercial projects, operating at 240 V and below, available in both single and 3-phase versions, and equipped with combination flush/surface mounting trim.

B. Overcurrent Protective Device (OCPD): Device operative on excessive current that causes and maintains interruption of power in circuit it protects.

1.04 SUBMITTALS

A. Submit all products covered under this specification for Engineer’s approval.

B. Product Data:

1. For each type panelboard, accessory item, and component specified.

2. Identification materials.

C. Shop Drawings:

1. Dimensioned plans, sections, and elevations.

2. Tabulations of installed devices, major features, and voltage rating.

3. Include:

a. Enclosure type with details for types other than NEMA Type 1.
b. Bus configuration and current ratings.
c. Short-circuit current rating of panelboard.
d. Features, characteristics, ratings, and factory settings of individual protective devices and auxiliary components.

D. Wiring diagrams detailing schematic diagram including control wiring, and differentiating between manufacturer-installed and field- installed wiring.

1.05 QUALITY ASSURANCE

A. Items provided under this section shall be listed or labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Terms "NRTL" shall be as defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

B. Regulatory Requirements:

1. National Electrical Code (NEC): Components and installation shall comply with National Fire Protection Association (NFPA) 70.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Square D

B. General Electric

C. Eaton/Cutler-Hammer

D. Siemens

E. Or equal

2.02 PANELBOARDS, GENERAL REQUIREMENTS

A. Construction in accordance with NEMA PB1.

B. Overcurrent Protective Devices (OCPDs):

1. Provide type, rating, and features as indicated.

2. Comply with Section 16475 with OCPDs adapted to panelboard installation.

3. Tandem circuit breakers shall not be used.

4. Multipole breakers shall have common trip.

C. Enclosures:

1. Cabinets, flush or surface mounted as indicated. NEMA Type 1 enclosure, except where other enclosure requirements are indicated.

D. Front:

1. Secure to box with concealed trim clamps except as indicated.

2. Front for surface-mounted panels shall be same dimensions as box.

3. Fronts for flush panels shall overlap box except as otherwise specified.

E. Directory Frame: Metal, mounted inside each panel door.

F. Bus: Hard drawn copper of 98 percent conductivity.

G. Main and Neutral Lugs: Mechanical type.

H. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors. Bonded to box.

I. Provision for Future Devices: Equip with mounting brackets, bus connections, and necessary appurtenances, for the OCPD ampere ratings indicated for future installation of devices.

J. Special Features: Provide following features for panelboards as indicated.

1. Isolated Equipment Ground Bus: Adequate for branch-circuit equipment ground conductors; insulated from box.

2. Auxiliary Gutter: Conform to UL 870.

2.03 LOAD CENTERS

A. Provide load-center-type panelboards only where specifically indicated.

B. OCPDs: Plug-in full module (nominal 1-in. width) circuit breaker.

C. Circuit Breakers for Switching Lights at Panelboards: Indicated type SWD.

D. Circuit Breakers for Equipment Marked HCAR Type: Indicated HCAR type.

E. Interiors: Provide physical means to prevent installation of more OCPDs than quantity for which enclosure was listed.

F. Main, Neutral, and Ground Lugs and Buses: Mechanical connectors for conductors.

2.04 IDENTIFICATION

A. General: Provide nameplates for all panelboards.

B. Panelboard Nameplates: Engraved laminated plastic for each panelboard.

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Install panelboards and accessory items in accordance with NEMA PB 1.1, and manufacturers' written installation instructions, and approved submittals.

B. Mounting Heights: Top of trim 6 ft 2-in. above finished floor, except as indicated.

C. Mounting:

1. Plumb and rigid without distortion of box.

2. Mount flush panels uniformly flush with wall finish.

D. Circuit Directory: Typed and reflective of final circuit changes required to balance panel loads. Obtain approval before installing.

E. Install filler plates in unused spaces.

F. Wiring in Panel Gutters: Train conductors neatly in groups, bundle, and wrap with wire ties after completion of load balancing.

3.02 GROUNDING

A. Connections: Make equipment grounding connections for panelboards as indicated.

B. Provide ground continuity to main electrical ground bus indicated.

C. Ground in accordance with Section 16452.

3.03 CONNECTIONS

A. Tighten electrical connectors and terminals, including grounding connections, in accordance with manufacturer's published torque- tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A.

3.04 FIELD QUALITY CONTROL

A. Perform tests on low-voltage power panelboards and accessories.

B. Upon completing installation of system, perform following tests:

1. Make insulation resistance tests of panelboard buses, components, and connecting supply, feeder, and control circuits.

2. Make continuity tests of circuits.

C. Quality Control Program.

1. Procedures: Make field tests and inspections and prepare panelboard for satisfactory operation in accordance with manufacturer's recommendations and these specifications.

D. Visual and Mechanical Inspection: Include following inspections and related work:

1. Inspect for defects and physical damage, labeling, and nameplate compliance with requirements of up-to-date drawings and panelboard schedules.

2. Exercise and perform operational tests of all mechanical components and other operable devices in accordance with manufacturer's instruction.

3. Check panelboard mounting, area clearances, and alignment and fit of components.

4. Check tightness of bolted electrical connections with calibrated torque wrench. Refer to manufacturer's instructions for proper torque values.

5. Perform visual and mechanical inspection and related work for overcurrent protective devices as within this section.

E. Electrical tests: Include following items performed in accordance with manufacturer's instruction:

1. Insulation resistance test of buses and portions of control wiring that disconnected from solid-state devices. Insulation resistance less than 100 megohms is not acceptable.

2. Ground resistance test on system and equipment ground connections.

3. Test main and subfeed overcurrent protective devices in accordance within this section.

F. Retest: Correct deficiencies identified by tests and observations and provide retesting of panelboards. Verify by system tests that total assembly meets specified requirements.

3.05 CLEANING

A. Upon completion of installation, inspect interior and exterior of panelboards.

B. Remove paint splatters and other spots, dirt, and debris.

C. Touch up scratches and mars of finish to match original finish.

D. Clean interior of panelboard.

3.06 ADJUSTING

A. Adjust doors and operating mechanisms for free mechanical movement.

3.07 COMMISSIONING

A. Balancing Loads: After Substantial Completion, but before Final Acceptance, conduct load-balancing measurements and circuit changes as follows:

1. Perform measurements during period of normal working load as advised by Owner.

2. Perform load-balancing circuit changes outside the normal occupancy/working schedule of the facility. Make special arrangements with Owner to avoid disrupting critical 24-hr services such as Fax machines and on-line data processing, computing, transmitting, and receiving equipment.

3. Recheck loads after circuit changes during normal load period. Record load readings before and after changes and submit test records.

4. Tolerance: Difference between phase loads exceeding 20 percent at any one panelboard is not acceptable. Re-balance and recheck as required to meet this minimum requirement.

END OF SECTION

SECTION 16475
OVERCURRENT PROTECTIVE DEVICES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Overcurrent protective devices (OCPDs) rated 600 V and below and switching devices commonly used with them.

1.02 REFERENCES

A. National Electrical Manufacturers Association (NEMA).

1. NEMA AB1-86 - Molded Case Circuit Breakers and Molded Case Switches.

B. National Fire Protection Association (NFPA):

1. NFPA 70-90 - National Electrical Code (NEC).

C. Underwriters Laboratory (UL):

1. UL 98-87 - Enclosed and Dead Front Switches.

2. UL 486A-80 - Wire Connectors and Soldering Lugs for Use with Copper Conductors. Seventh Edition.

3. UL 489-86 - Molded-Case Circuit Breakers and Circuit-Breaker Enclosures. Seventh Edition.

1.03 DEFINITIONS

A. Overcurrent Protective Device (OCPD): Device operative on excessive current that causes and maintains interruption of power in circuit it protects.

B. Ampere-Squared-Seconds: Expression of available thermal energy resulting from current flow. With regard to current-limiting fuses and circuit breakers, ampere-squared-seconds during fault current interruption represents energy allowed to flow before fuse or breaker interrupts fault current within its current limiting range.

1.04 QUALITY ASSURANCE

A. Items provided under this section shall be listed and labeled by UL or other Nationally Recognized Testing Laboratory (NRTL).

1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

B. Regulatory Requirements:

1. Components and Installation:

a. NFPA 70 "National Electrical Code (NEC)."
b. Local codes and ordinances.

C. Single-Source Responsibility: Obtain similar OCPDs from single manufacturer.

PART 2 PRODUCTS

2.01 OVERCURRENT PROTECTIVE DEVICES (OCPDs), GENERAL

A. General: Provide OCPDs in indicated types, as integral components of panelboards, switchboards, and motor control centers; and also as individually enclosed and mounted single units.

2.02 MOLDED-CASE CIRCUIT BREAKERS

A. Manufacturers except as indicated:

1. Square D

2. General Electric

3. Eaton/Cutler-Hammer

4. Siemens

5. Or approved equal

B. UL 489 and NEMA AB 1.

C. Construction: Bolt-in type, except breakers in load-center-type panelboards and breakers 225-ampere frame size and larger may be plug-in type if held in place by positive locking device requiring mechanical release for removal.

D. Tripping Device: Quick-make, quick-break toggle mechanism with inverse-time delay and instantaneous overcurrent trip protection for each pole.

E. Adjustable Instantaneous Trip Devices: Factory adjusted to low-trip-setting current values.

F. Enclosure for Switchboard or Panelboard Mounting: Suitable for panel mounting in

switchboard or panelboards where indicated.

G. Enclosure for Switchboard or Motor Control Center Mounting: Provide individual mounting where indicated.

H. Enclosure for Independent Mounting: NEMA Type 1 enclosure, as indicated or required to suit environment where located.

I. Combination Circuit Breakers and Ground-Fault Circuit Interrupters: UL 943 arranged for sensing and tripping for ground-fault current in addition to overcurrent and short-circuit current.

1. Match features and module size of panelboard breakers and provide clear identification of ground fault trip function.

2. Trip Setting for Ground Fault: 4 to 6 milliamperes, listed and labeled as Class A, Type 1 device.

3. Trip Setting for Ground Fault: 30 milliamperes.

J. Current-Limiting Circuit Breakers: Arranged to limit let-through ampere-squared-seconds during fault conditions to value less than ampere-squared-seconds of one-half-cycle wave of prospective symmetrical fault current. Circuit breaker shall use no fusible devices in its operation. Current-limiting characteristic shall be in addition to normal time-delay and instantaneous-trip characteristics and other features as indicated.

K. Circuit Breakers With Solid-State Trip Devices: Provide indicated circuit breakers with solid-state trip devices having following features:

1. Ambient Compensation: Trip device insensitive to temperature changes between minus 20C and plus 55C.

2. Adjustability: Breaker ratings and trip settings shall be changeable by operation of controls on front panel of breaker, by change of plug-in element without removing breaker from mounting, or by combination of 2 methods.

3. Ground-Fault Tripping: Adjustable for pick-up and time-delay values. Provide for indicated units.

4. Provide clear plastic shield limiting access to rating plug and adjustments on solid state trip circuit breaker. Seal by attaching sealing wire through hole in posts provided. With wire seal installed, circuit breaker rating plug and adjustments shall not be "readily accessible."

2.03 INSULATED-CASE CIRCUIT BREAKERS

A. Manufacturers:

1. Square D

2. General Electric

3. Eaton/Cutler-Hammer

4. Siemens

5. Or approved equal

B. UL 489 and NEMA AB 1.

C. Ratings: Continuous-current, interrupting, and short-time-current ratings, and voltage and frequency ratings as indicated.

D. Operating Mechanism: Mechanically and electrically trip-free, stored-energy operating mechanism with following features:

1. Moving Contacts Closing Speed: Independent of both control and operator.

E. Circuit-Breaker Trip Devices: Solid-state overcurrent trip device system that includes 1 integrally mounted current transformer or sensor per phase, release mechanism, and following features:

1. Functions: Long-time-delay, short-time-delay, and instantaneous-trip functions, which are independent of each other in both action and adjustment.

2. Temperature compensation to assure accuracy and calibration stability from minus 20°C to plus 55°C.

3. Field-adjustable, time-current characteristics.

4. Current Adjustability: Effected by operating controls on front panel or by changing plug-in elements or current transformers or sensors.

5. Three bands for long-time- and short-time-delay functions marked "minimum," "intermediate," and "maximum."

6. Five pickup points, minimum, for long-time- and short-time-trip functions.

7. Six pickup points, minimum, for instantaneous-trip functions.

8. Ground fault protection with at least 3 short-time-delay settings and 37 trip-time-delay bands. Adjustable current pickup.

9. Trip Indication: Labeled lights or mechanical indicators on trip device shall indicate type of fault causing breaker trip. If lights are used, integral power source shall maintain indication for 60 hrs, minimum.

F. Auxiliary Contacts for Remote Indication: Where remote indication of breaker position is indicated, provide spare auxiliary switch in addition to other auxiliary switches required for normal breaker operation. Spare auxiliary switch shall consist of 2 Type "a" and 2 Type "b" stages (contacts), wired to terminal block in breaker housing.

G. Circuit-Breaker Features and Accessories: Include following:

1. Padlocking Provisions: For installing at least 2 padlocks on each breaker to secure its enclosure and prevent movement of draw out mechanism.

2. Operating Handle: Provide 1 for each manually operated breaker. No handle ties are permitted.

3. Electric Close Button: Provide 1 for each electrically operated breaker.

4. Indicating Lights: Contacts for "Breaker Open" and "Breaker Closed," for main and bus tie circuit breakers, and for other indicated breakers.

PART 3 EXECUTION

3.01 CONNECTIONS

A. Check connectors, terminals, bus joints, and mountings for tightness.

B. Tighten field-connected connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL 486A and UL 486B.

3.02 GROUNDING

A. Provide equipment grounding connections for individually mounted OCPD units as indicated and as required by NEC. Tighten connectors to comply with tightening torques specified in UL Standard 486A to assure permanent and effective grounding.

B. Ground in accordance with Section 16452.

3.03 FIELD QUALITY CONTROL

A. Testing:

1. Reports: Prepare certified written reports on tests and observations. Report defective materials and workmanship and unsatisfactory test results. Include complete records of repairs and adjustments made.

2. Labeling: Upon satisfactory completion of tests and related effort, apply label to tested components indicating test results, date, and responsible person.

3. Schedule visual and mechanical inspections and electrical tests with at least 1 week's advance notification.

4. Pretesting: Upon completing installation of system, perform following preparations for tests:

    a. Make insulation resistance tests of OCPD buses, components, and connecting supply, feeder, and control circuits.
    b. Make continuity tests of circuits.
    c. Include full updating on final system configuration and parameters where they supplement or differ from those indicated in original Contract Documents.
    d. Comply with manufacturer's instructions for installation and testing of OCPDs.

5. Visual and mechanical inspection: Include following inspections and related work.

    a. Overcurrent-Protective-Device Ratings and Settings: Verify indicated ratings and settings to be appropriate for final system arrangement and parameters. Where discrepancies are found, test organization shall recommend final protective device ratings and settings. Use accepted revised ratings or settings to make final system adjustments.
    b. Inspect for defects and physical damage, NRTL labeling, and nameplate compliance with current single line diagram.
    c. Exercise and perform operational tests of mechanical components and other operable devices in accordance with manufacturer's instruction manual.
    d. Check tightness of electrical connections of OCPDs with calibrated torque wrench. Refer to manufacturer's instructions for proper torque values.
    e. Clean OCPDs using manufacturer's approved methods and materials.
    f. Verify installation of proper fuse types and ratings in fusible OCPDs.

6. Electrical Tests: Include following items performed in accordance with manufacturer's instructions:

    a. Insulation resistance test of OCPD conducting parts. Insulation resistance less than 100 megohms is not acceptable.
    b. Verify trip unit reset characteristics for insulated-case circuit breakers.
    c. Make adjustments for final settings of adjustable-trip devices.
    d. Activate auxiliary protective devices such as ground fault or undervoltage relays, to verify operation of shunt-trip devices.
    e. Check stored-energy charging motors for proper operation of motor, mechanism, and limit switches.
    f. Check operation of electrically operated OCPDs in accordance with manufacturer's instructions.

g. Check key and other interlock and safety devices for operation and sequence. Make closing attempts on locked-open and opening attempts on locked-closed devices including moveable barriers and shutters.

7. Retest: Correct deficiencies identified by tests and observations and retest. Verify by system tests that specified requirements are met.

3.04 CLEANING

A. Upon completion of installation, inspect OCPDs. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.

END OF SECTION

SECTION 16482
MOTOR CONTROL CENTERS (600-V OR LESS)

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Motor control centers (MCC) for use on ac circuits rated 600 V or less.

B. Overcurrent protective devices and disconnect switches used with motor control centers (MCC) are specified in Section 16475.

1.02 REFERENCES

A. American National Standards Institute (ANSI): ANSI C2-90 - National Electrical Safety Code (NESC).

B. International Electrical Testing Association (P.O. Box 687, Morrison, CO 80465): ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

C. National Electrical Manufacturers Association (NEMA):

1. NEMA 250-89 - Enclosures for Electrical Equipment (1000 Volts Maximum).

2. NEMA ICS 2-88 - Industrial Control Devices, Controllers and Assemblies.

3. NEMA ICS 2.3-88 - Instructions for the Handling, Installation, Operation, and Maintenance of Motor Control Centers.

D. Underwriters Laboratories (UL):

1. UL 486A-89 - Wire Connectors and Soldering Lugs for Use with Copper Conductors.

2. UL 845-89 - Motor Control Centers.

1.03 SUBMITTALS

A. Submit the following for Engineer's approval.

B. Shop Drawings:

1. Each MCC including dimensioned plans and elevations and component lists. Include a stub-up plan showing conduits entering each MCC.

2. Show ratings, including short time and short-circuit ratings, and horizontal and vertical bus ampacities.

3. Schedule of features, characteristics, ratings, and factory settings of individual MCC units.

4. Wiring Diagrams: Interconnecting wiring diagrams pertinent to class and type specified for MCC. Schematic diagram of each type of controller unit indicated.

C. Product Data: Each product and component specified.

D. Test Results: Certified reports of field tests and observations.

E. Operations and Maintenance Data: Maintenance data for MCC.

1.04 QUALITY ASSURANCE

A. Items provided under this section shall be listed and labeled by UL or other nationally recognized Testing Laboratory (NRTL).

1. Term "NRTL" shall be as defined in OSHA Regulation 1910.7.

2. Terms "listed" and "labeled" shall be as defined in National Electrical Code, Article 100.

B. Regulatory Requirements. National Electrical Code: Components and installation shall comply with NFPA 70.

C. Manufacturer's Qualifications: Manufacturer shall be a member of NEMA, regularly engaged in manufacturing LV MCC complying with requirements of these Specifications, and experienced with at least 5 projects of similar size and scope.

D. Product Selection for Restricted Space: Drawings indicate maximum dimensions for MCC including clearances between MCC and adjacent surfaces and items and are based on types and models indicated. MCC of other manufacturers having equal performance characteristics and complying with indicated maximum dimensions may be considered.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver in shipping splits of lengths that can be moved past obstructions.

B. Store so condensation will not occur on or in MCC. Provide temporary heaters as required to prevent condensation.

C. Handle MCC in accordance with NEMA ICS 2.3, "Instructions for Handling, Installation, Operation, and Maintenance of Motor Control Centers." Use factory-installed lifting provisions.

1.06 MAINTENANCE

A. Extra Materials.

1. Spare Fuses: Furnish one spare for every five of each type and rating of fuse and fusible devices installed, but not less than one set of three of each kind. Include spares for control power fuses.

2. Spare Indicating Lights: Furnish five of each type installed.

3. Touch-Up Paint: Furnish three half-pint unopened containers.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Square D

B. General Electric

C. Eaton/Cutler-Hammer

D. Siemens

E. Or approved equal

2.02 MOTOR CONTROL CENTERS

A. Wiring Classification: Class I, Type B, as defined in NEMA ICS 2.

B. Enclosure: NEMA Type 1, gasketed, as defined in NEMA 250, except as otherwise indicated. Minimum enclosure depth is 20”.

C. Compartments:

1. Modular, with individual doors with concealed hinges and quick-captive screw fasteners.

2. For combination starter units provide interlocks so disconnect means must be in off position before door can be opened and so door cannot be closed with disconnect means in on position, except by consciously operating permissive release device.

D. Interchangeability:

1. Construct compartments so it is possible to remove units without opening adjacent doors, disconnecting adjacent compartments, or disturbing operation of other units in control center.

2. Units requiring same size compartment shall be interchangeable, and compartments shall be constructed to permit ready rearrangement of units such

as replacing 3 single units with unit requiring 3 spaces without cutting or welding.

E. Wiring Spaces:

1. Provide each vertical section of structure with horizontal and vertical wiring spaces for wiring to each unit compartment in each section.

2. Provide separate door over vertical wiring space.

3. Provide supports to hold wiring rigidly in place.

F. Meet current NEC requirements for service entrance.

G. Ratings: Provide nominal system voltage, continuous main bus amperage, and short-time and short-circuit-current ratings as indicated and conform with short circuit and coordination study.

2.03 BUSES

A. Material: Tin plated copper.

B. Ampacity Ratings: As indicated for horizontal main buses and vertical bus sized for indicated loads or 300A minimum.

C. Neutral Buses: Full size.

D. Equipment Ground Bus: Non-insulated, horizontal copper bus 2 inches by 1/4 inch, minimum.

E. Horizontal Bus Arrangement: Extend main phase, neutral and ground buses with same capacity entire length of MCC unless otherwise indicated, and provision for future extension at both ends by means of bolt holes and captive bus splice sections or approved equivalent.

F. Natural Disconnect Link: For switchgear assembly having main service disconnect. Arrange to permit disconnecting the switchgear assembly neutral bus from the common ground bus and the incoming service neutrals. Also provide a bolted, un-insulated, 1/4-in. by 2-in. copper bus (main bonding jumper). Arrange to interconnect the neutral and the ground buses to establish the system common ground point.

G. Short-Circuit Withstand Rating: Same as short-circuit current rating of section.

2.04 FUNCTIONAL FEATURES

A. General: Provide modular arrangement of motor controllers, control devices, overcurrent protective devices, transformers, panelboards, instruments, indicating panels, blank panels, and other items mounted in compartments of motor control center as indicated.

B. Motor Controller Units:

1. Combination controller units; of types and with features, ratings, and circuit

assignments indicated.

2. Units with full-voltage, across-the-line, magnetic controllers up to and including Size 3 shall be installed on drawout mountings with connectors that automatically line up and connect with vertical section buses while being racked into their normal energized positions.

3. Units shall have short-circuit current ratings equal to or greater than short-circuit current rating of MCC section.

4. Units in MCC shall be equipped with pull-apart terminal strips or drawout terminal boards for external control connections.

C. Overcurrent Protective Devices:

1. Provide types of devices with features, ratings, and circuit assignments indicated, as specified in Section 16475**.**

2. Individual feeder tap units through 225 ampere rating shall be installed on drawout mountings with connectors that automatically line up and connect with vertical section buses while being racked into their normal energized positions.

D. Spaces and Blank Units: Compartments fully bussed and equipped with guide rails or equivalent, ready for insertion of drawout units.

E. Spare Units: Type, sizes, and ratings as indicated, and installed in compartments indicated "spare."

2.05 IDENTIFICATION PRODUCTS

A. Provide identifying devices.

B. Equipment Markers: Provide 2-ply, 1/8-in. thick laminated plastic, engraved equipment markers.

1. Color: White letters on black background.

2. Nomenclature: Include following, matching terminology on schedules as closely as possible:

a. Equipment name (i.e. motor control center).
b. Equipment Tag No. (i.e. 30-MCC-1).

3. Size: Provide approximate 3-in. by 6-in. (minimum) for equipment.

a. 1-in. high letters for equipment tag number.
b. 1/2-in. high letters for descriptive equipment name.

4. Size: Provide approximate 1-1/2 in. by 3-in. (minimum) for device or component.

a. 1/4-in. high letters for equipment tag number.
b. 1/4-in. high letters for descriptive equipment name.

5. Fasteners: Self-tapping stainless steel screws except contact type permanent adhesive where screws cannot or should not penetrate substrate.

2.06 FINISHES

A. Manufacturer's standard finish suitable for environment in which installed.

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Install MCC in accordance with NEMA ICS 2.3 "Instructions for Handling, Installation, Operation, and Maintenance of MCC," and with manufacturer's written installation instructions.

B. Anchor each motor control center assembly to concrete base in accordance with manufacturer's recommendations. Level and grout sills flush with motor control center mounting surface.

C. Remove temporary lifting eyes, channels, brackets, and temporary blocking of moving parts from MCC units and components.

3.02 CONCRETE BASES

A. Where concrete slab is indicated under MCC location, provide 4-in. high concrete foundation pad or, as shown on Plans.

3.03 CONNECTIONS

A. Tighten MCC bus joint bolts and electrical connector and terminal bolts in accordance with manufacturer's installation instructions and torque-tightening values. Where manufacturer's torque values are not stated, use those specified in UL 486A and UL 486B.

3.04 FIELD QUALITY CONTROL

A. Testing:

1. Comply with applicable requirements of InterNational Electrical Testing Association (INETA) Standard ATS, "Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems."

2. Reports: Notify Engineer in writing indicating defective materials and workmanship and unsatisfactory test results. Include record of repairs and adjustments made.

3. Perform following tests:

a. Test insulation resistance of MCC buses; components; and of connecting supply, feeder, and control circuits. For components with solid-state

devices or other sensitive components, perform tests in accordance with manufacturer's instructions.

b. Make continuity tests of circuits.

c. Inspect MCC for defects and physical damage, testing laboratory labels, circuit connections, and nameplate compliance with up-to-date system drawings.

d. Perform operational test and exercise of mechanical components and other operable devices in accordance with manufacturer's instruction manual.

e. Check MCC anchorage, external clearances, and alignment and fit of components including internal elements.

f. Check tightness of bolted electrical connections with calibrated torque wrench. Refer to manufacturer's instructions for proper torque values.

g. Perform visual and mechanical inspection and related work for motor control and protective devices.

h. Device Ratings and Settings: Verify ratings and settings of overload relays, motor circuit protectors, and overcurrent protective devices.

4. Quality Control Testing Program: Assure MCC installation meets specified requirements, is operational within specified tolerances, and provides appropriate protection for systems and equipment.

a. Test and inspect MCC in accordance with manufacturer's recommendations and these specifications.

b. Schedule tests and provide notification at least 7 days in advance of test commencement.

c. Reports: Prepare written reports of test results and observations. Report defective materials and workmanship. Include complete records of adjustments and corrective action taken.

d. Labeling: On satisfactory completion of tests and related effort, apply label to tested components indicating results, person responsible, and date.

e. Test insulation resistance of buses and portions of control wiring that disconnect from solid-state devices through normal disconnecting features. Insulation resistance less than 100 megohms is not acceptable.

f. Verify appropriate capacity, overcurrent protection, and operating voltage of control power elements including control power transformers and control power wiring.

g. Check phasing of supply source to bus.

h. Test motor control devices.

i. Test overcurrent protective devices.

5. Retesting: Correct deficiencies and retest. Verify by retests that specified requirements are met.

3.05 CLEANING

A. Inspect interior and exterior of MCC. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and mars of finish to match original finish.

3.06 PROTECTION

A. Temporary Heating: Apply temporary heat in accordance with manufacturer's recommendation within each section of switchgear throughout periods during which the switchgear is not in a space that is continuously under normal control of temperature and humidity.

END OF SECTION

SECTION 16510
LIGHTING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Specification for:
   1. Lighting fixtures.
   2. Emergency lighting fixtures.
   3. Exit fixtures.
   4. Photo cells.

1.02 REFERENCES

A. American National Standards Institute/National Fire Protection Association (ANSI/NFPA):

   1. No. 70 - National Electrical Code (NEC)
   2. Article 410 - Lighting Fixtures, Lampholders, Lamps and Receptacles
   3. Article 500 - Hazardous (classified) locations
   4. Article 700 - Emergency Systems
   5. No. 101 - Life Safety Code

B. American National Standards Institute (ANSI):

   1. C78.377 - Electric Lamps – Specifications for the Chromaticity of Solid State Lighting Products.

   2. C78.379 - Electric Lamps - Incandescent and High Intensity discharge Reflector Lamps - Classification of Beam Patterns.

C. American National Standards Institute/Illuminating Engineering Society (ANSI/IES): The IES Handbook shall be used as a basis for design and construction of lighting systems.

D. American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc./Illuminating Engineering Society (ASHRAE/IES): ASHRAE/IES 90.1 - 1989 - Energy Efficient Design of new Buildings Except Low-Rise Residential Buildings.

E. American National Standards Institute/Underwriters Laboratories (ANSI/UL):

   1. UL 1571 – Incandescent Lighting Fixtures.
   2. UL8750 - LED Lighting Fixtures.
   3. UL844 - Fixtures for Hazardous Areas.

1.03 SUBMITTALS

A. Submit the following under the provisions of Section 01300 - Submittals:
B. Outline dimensions, support points and unit weight.
C. Operation and maintenance data.
D. Complete test report with photometric curves.
E. Storage, handling, and installation recommendation.
F. Connection diagrams.
G. Catalog data.

1.04 QUALITY ASSURANCE

A. Tests:

1. Run manufacturer's tests on lighting fixtures in accordance with applicable Underwriters Laboratories (U.L.) Standard 8750.

1.05 DELIVERY, STORAGE AND HANDLING

A. Have lighting fixtures individually packed to permit ease of handling and to provide protection from damage during shipping, handling and storage.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Crouse-Hinds, Div. of Cooper Industries
B. G.E. Lighting System
C. Philips Lighting
D. Holophane Company, Inc.
E. Hubbell Lighting, Inc.
F. Killark Electric Mfg. Company
G. Lithonia Lighting
H. Pauluhn Electric
I. Dual-Lite Company
J. Rab Lighting

2.02 REQUIREMENTS

A. Provide lighting fixtures in accordance with the lighting plan Drawings, Lighting Fixture Schedules and this specification.

B. All lighting shall be LED type unless specifically stated on drawings.

C. Lighting Fixtures:

1. LED Fixtures:

a. Refer to Drawings or fixture schedules specific types, sizes and mounting hardware.

2. Emergency Fixtures / Exit Fixtures:

   a. In working areas such as dry wells, or valve vaults with two or more levels, rooms which do not exit directly outside, or rooms with multiple means of egress, exit signs and lighting are required for safe evacuation of workers.

   b. Provide wall-mounted, sealed beam, battery powered packs with dual heads where emergency illumination is required.

   c. In areas where exit signs and emergency lighting are needed, utilize combo packs to provide both.

3. Incandescent Lighting Fixtures:

   a. Provide incandescent lighting fixtures with a maximum 150W design and vandal-proof construction.

   b. Fixtures shall be made for wall, ceiling or pendant mount in accordance with the Drawings or fixture schedules.

   c. Fixtures shall be designed for single incandescent lamp, medium base for maximum 150 watts with cast aluminum base and vandal-resistant polycarbonate lens or globe.

   d. For outdoor application the fixtures shall be of vaporproof NEMA 4X construction with globe, guard and stainless steel hardware.

   e. In hazardous areas the fixtures shall be approved under standard UL844 for Class 1, Division 1, Group D environment and shall be equipped with globe, guard and stainless steel hardware.

4. Photo Cells:

   a. Provide a photo cell to control outdoor fixtures unless otherwise indicated on the lighting plans.

   b. Use a photo cell that is either the plug-in twist-locking type or the wire-in swivel-top type, both with similar features and operating characteristics.

   c. Provide a photo cell that is enclosed in a UV-resistant rain-tight polypropylene housing with the cell being a 0.75 square inch cadmium sulfide surface passivated and a single pole, single throw normally closed bi-metallic switch.

PART 3 EXECUTION

3.01 PREPARATION

A. Check the types and quantity of fixtures to be mounted in the area to be illuminated and verify that materials are on hand.

B. Pick out the correct bulbs for the fixtures along with the necessary accessories and mounting hardware.

3.02 INSTALLATION

A. Install fixtures in accordance with manufacturer's instructions, NEC Articles 410, 500 and 700 as applicable, and the Drawings.

B. Wire up fixtures in accordance with the Drawings and ensure proper switching, circuiting and balanced loads.

C. Make sure proper grounding and bonding are provided for fixtures and raceways.

D. Install specified lamps in each fixture.

E. When applicable, aim and adjust fixtures in accordance with directions as indicated on the Drawings.

F. Energize and test fixtures for proper operation.

G. Check the illumination level with a light meter and ensure that sufficient light is reaching areas where tasks are performed and that egress paths are properly illuminated during emergency situations.

END OF SECTION

SECTION 16950
CONTROL PANELS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: SYSTEM SUPPLIER Control Panels and Motor Controllers for use on AC circuits rated 600 V or less.

B. Supersedes: This specification supersedes all major equipment items 11000 series specifications with sections containing control requirements. Features and options indicated in these 16000 series specifications are to be retained and included along with additional features, options, materials, submittals, and requirements stated here.

1.02 REFERENCES

A. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

B. ANSI/NFPA 70 - National Electrical Code (NEC).

C. Underwriters Laboratories, Inc. (UL).

D. Factory Mutual (FM).

E. American National Standards Institute (ANSI).

1.03 SUBMITTALS

A. Conform to Section 01330 - Submittal Procedures.

B. Product Data: Provide manufacturer's product literature and specifications.

C. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

D. CPT Sizing Information: Provide Manufacturer's 120V load analysis as required in Section 2.06.

1.04 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70 (NEC).

B. Furnish products listed and classified by Underwriters Laboratories, Inc., as suitable for purpose specified and shown; install in accordance with UL requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturers

1. Hennessey Products, Inc.

2. Hoffman Engineering.

3. The EMF Company.

4. Weigman Company.

5. N.E.M.A. Enclosure Mfg. Co.

B. Substitutions: Comply with Section 01630 - Product Substitutions and Procedures.

2.02 PANEL MATERIALS

A. All outdoor enclosures are to be stainless steel rated NEMA 4X or NEMA 3R as indicated on plans.

B. All indoor enclosures in non-air conditioned spaces are to be stainless steel rated NEMA 4X or NEMA 3R as indicated on plans.

C. All indoor enclosures in air conditioned spaces are to be painted steel rated NEMA 1 or NEMA 12.

D. Backpanel for mounting components is to be 12 gauge steel minimum finished in white enamel.

E. Power Supplies.

1. Uninterruptible power supplies (UPS) or battery backup system shall be provided in all SCADA monitoring and control panels as follows:
   a. Size the supplies for all internal equipment plus an additional 20% spare capacity.
   b. Provide 60 minutes battery back-up capability at full load.
   c. Provide relay option card for indication of “On UPS Power” and “Low Battery Level”.
   d. For outdoor panels provide an UPS and battery rated for operation at up to 50 degrees C.
   e. Provide manufacturer’s hot-swappable maintenance bypass switch.

2. Provide isolated DC power for field transmitters and devices as specified and/or shown in the Contract Drawings.

3. Analog signal loop power supplies shall be redundant.

F. Wiring:

1. Power wiring shall be 300 volt, type THWN stranded copper, No. 14 AWG size, for 120V service.

2. Discrete wiring shall be 300-volt type THWN stranded copper, sized for the current carried, but not smaller than No. 16 AWG.

3. Analog signal wiring shall be 300 volt, stranded copper in twisted shield pairs, no smaller than No. 18 AWG.

4. Panel wiring shall be routed within wire troughs or panduits.

5. Hinge wiring shall be secured at each end with the bend portion protected by a plastic sleeve.

6. Analog or dc wiring shall be separated from any ac power or control wiring by at least six inches.

7. Each wire shall be uniquely identified using plastic, snap-on or permanent adhesive wrap-on numbered tags.

8. Terminal blocks shall be provided for all field wiring entering the panel. Surge suppression shall be provided for all outdoor field wiring entering or leaving the panel. Five (5) spare terminal blocks shall be provided.

9. No more than one wire per screw and yoke termination.

G. Doors:

1. All control panels shall have a hinged door for ease of access. A minimum of 80% of the panel interior shall be exposed by doors.

2. Panel door openings shall be sealed and fully gasketed.

3. The inside of each door shall be equipped with a print pocket.

4. Two-door enclosures shall have a removable center post.

5. Sealed panel doors shall be equipped with quick-release latches

H. Miscellaneous Equipment:

1. All panels shall be protected from internal corrosion by the use of corrosion – inhibiting vapor capsules, Northern Instruments Model Zerust VC, Hoffman, model A-HCI, or equal.

2. All sealed panels shall be equipped with combination drain/breathers, Crouse-Hinds model ECD18; or equal.

3. When noted on drawings, panels shall be equipped with thermostatically controlled space heaters to maintain internal temperatures above dew point.

2.03 MOTOR PROTECTION

A. Motors Powered and Controlled by SYSTEM SUPPLIER'S Control Panel.

1. Motor disconnects shall be MCP type circuit breakers.

2. All three phase motors controlled by the SYSTEM SUPPLIER'S Control Panel shall have phase failure protection via phase failure monitoring relay or solid state overloads that feature phase failure protection.

3. For motors of 75HP or greater, include an adjustable cool down timer to prevent exceeding motor manufacturer's recommended starts per hour limit.

B. Motors Powered by Others and Controlled by SYSTEM SUPPLIER'S Control Panel.

1. A phase failure contact (open on fail) will be provided by others for use by the SYSTEM SUPPLIER'S Control Panel.

2. For motors of 75HP or greater, include an adjustable cool down timer to prevent exceeding motor manufacturer's recommended starts per hour limit.

2.04 PLANT MAINS AND GENERATOR PROTECTION

A. All individual motors or other loads powered by the SYSTEM SUPPLIER'S Control Panel or powered by others but controlled by the SYSTEM SUPPLIER'S Control Panel of 15 HP or greater shall have adjustable power on time delays of up to three minutes. Timer adjustments are to be coordinated with other plant loads to avoid simultaneous starts of multiple loads affecting feeders, mains, and generators.

2.05 DESIGN FOR CONTINUOUS OPERATION

A. Excluding specifically intended batch operation panels, all control panels shall be configured to remain operable after short duration power failures using HAND-OFF-AUTO switches or RUN/STOP maintained toggle switches. START/STOP pushbuttons, PLC, or other control functions that interrupt continuous operations for non-batch applications and require operator action to reactivate panel processes require submittal and prior approval.

2.06 CONTROL POWER TRANSFORMER (CPT) SIZING

A. SYSTEM SUPPLIER is to submit a CPT sizing load analysis as part of product submittals. CPT size should include all loads indicated on the plans and all supplied loads required as part of this specification plus an additional 50%.

2.07 DEAD FRONT OPERABILITY

A. Panel construction shall result in dead front operability for all operator functions. If normal operator functions require opening of the panel door, the panel shall be equipped with a 3-point latch and the operator shall remain shielded from any live exposed components.

2.08 CONTROLS DOCUMENTATION

A. Control diagrams submitted under Section 1.02 shall be electrically complete and encompass all control components and their location. This shall include phase failure relays, RUN/STOP switches, SCADA contacts, emergency STOP push buttons,

permissive switches, and other components that may be remote to the SYSTEM SUPPLIER'S Control Panel. Operating entity will have a single document for troubleshooting specific equipment items. Failure to comply with this Section will result in rejection of SYSTEM SUPPLIER'S Control Panel.

2.09 OTHER FEATURES

A. Space Heaters: Provide minimum 150 watt strip-type space heaters with an individual thermostat in each section. Use heaters rated for 240V, producing the required wattage when operated at 120V.

B. All panel indicators are to push-to-test type LED.

C. Circuit breakers and starters are to be NEMA rated.

D. Panel layout shall facilitate bottom entry of all conduits utilizing myers hubs.

E. Panels larger than 24" X 24" shall include a troubleshooting light, LED, 400 lumen minimum.

F. For customer control connections, provide a separate 30A terminal block. Contacts closures intended for alarm, autodialer, or PLC use shall be rated 5A minimum. Contacts that carry control currents used for starter coils shall be rated 10A minimum.

G. Panel shall be equipped with integral surge protection for incoming 480V power. Panels that use telephone lines shall include telephone surge protection.

H. Panel internal wiring shall not be smaller than #14 AWG for all 120V circuitry and #12 AWG for all 240V and 480V circuitry.

I. Maintain NEC required minimum spacing for intrinsically safe circuits. Label intrinsically safe circuits.

J. Supplied display screens, TFT panels, HMI panels, touch screens, LCD screens, or any operator interface panels shall be full sunlight viewable utilizing "Actively Enhanced Bright Active Matrix TFT Display" or similar technology. Minimum brightness in candelas per square meter (Cd/M2) or nits shall be 1000 for displays of 17" and below. Contrast ratio as measured in full sunlight shall be greater than 5:1. Shields, covers, shades, and screens are not allowed for achieving this contrast. Display screens shall be CrystalVue, VBond, StealthVU, High-Bright, Vartech Systems, Panel Bright or equal manufacturer or technology capable of achieving required full sunlight viewing. All display panels shall be NEMA 4/4X rated minimum.

PART 3 EXECUTION

3.01 INSTALLATION

A. Transport, handle and install products in accordance with manufacturer's instructions.

B. All panel mounting hardware shall be stainless steel.

C. Free standing panels shall be mounted with four corner stainless steel anchors minimum.

D. Field mounted panels shall include an equipment pad with 3’ minimum front operator area clear of obstructions. Maintain NEC required clear front (or rear if applicable) working space free from obstructions or grounded components.

E. Ground in accordance with Section 16170 - Grounding and Bonding.

F. Label all wires with heat shrink markers per Section 16195.

END OF SECTION

APPENDIX 1

Boring Log

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
(325) 698-5560
Abilene, Texas 79601
Firm Registration No. 1151

LOG OF BORING

Project: **LIFT STATION REPLACEMENT** Date: 05/01/2019

Location: **MIDLAND AIRPORT** Type: AIR ROTARY Boring No.: **B-1**

DEPTH IN FEET	SYMBOL	SAMPLE	MATERIAL DESCRIPTION	N-BLOWS PER FOOT	TEXAS CONE PENETROMETER 1st 6"	TEXAS CONE PENETROMETER 2nd 6"	Qp (tsf)	DEPTH SCALE
		ST	LIGHT RED-BROWN SANDY CLAY WITH CALCAREOUS NODULES (POSSIBLE FILL)				4.5+	
		ST					3.0	
5		ST					3.5	
		ST					4.0	
		ST					4.5+	
10			LIGHT RED-BROWN SANDY CLAY WITH CALCAREOUS NODULES AND TRACE GRAVEL					
		SS	- INTERBEDDED THIN LIMESTONE SEAMS BELOW 15'	50/6"				
15								
		SS	TAN CLAYEY SAND WITH CALCAREOUS NODULES AND GRAVEL	50/6"				
20								
		SS		50/5"				
25			GRAY SANDSTONE WITH INTERBEDDED SAND SEAMS					
		SS		50/1"				
30								

TOTAL DEPTH OF BORING 30 FEET

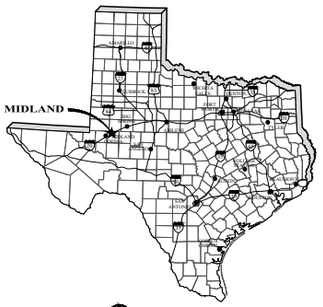
NOTE

NO GROUNDWATER WAS PRESENT DURING OR AT COMPLETION OF DRILLING ACTIVITIES.

19-7298

AIRPORT LIFT STATION REPLACEMENT
FOR THE
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

MIDLAND Utilities



VICINITY MAP
NO SCALE

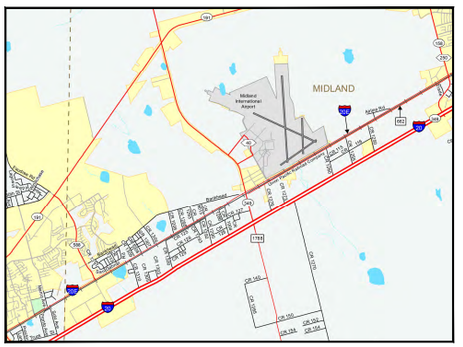
MAYOR
LORI BLONG

CITY COUNCIL
JOHN BURKHOLDER (AT-LARGE)
ROBIN POOLE (AT-LARGE)
BRIAN STUBBS (DISTRICT ONE)
JOHN NORMAN (DISTRICT TWO)
JACK LADD (DISTRICT THREE)
AMY STRETCHER BURKES (DISTRICT FOUR)

06/13/2025
SAGE DILLER 96645

SAGE DILLER, P.E.

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900



LOCATION MAP
SCALE: 1" = 1 MILE

SHEET INDEX

No.	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING SITE PLAN
4	PROPOSED SITE PLAN
5	EXISTING LIFT STATION DEMOLITION
6	PROPOSED LIFT STATION PLAN
7	MISCELLANEOUS DETAILS
8	MISCELLANEOUS DETAILS
9	ELECTRICAL NOTES, LEGEND, AND SCHEDULES
10	ELECTRICAL SITE PLAN
11	ELECTRICAL TEMPORARY POWER PLAN
12	ELECTRICAL ONE-TIME DIAGRAM
13	ELECTRICAL CONTROL DIAGRAM SHEET 1
14	ELECTRICAL CONTROL DIAGRAM SHEET 2
15	ELECTRICAL CONTROL DIAGRAM SHEET 3
16	ELECTRICAL DETAILS SHEET 1
17	ELECTRICAL DETAILS SHEET 2
18	MIDWAY LIFT STATION ELECTRICAL PLAN
19	MIDWAY LIFT STATION CONTROL DIAGRAM

PROJECT NO.: 19-7298

SHEET No. 1 OF 19

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF MIDLAND STANDARD SPECIFICATIONS AND STANDARD DETAILS, LATEST EDITION.

2. ALL EXISTING UNDERGROUND UTILITIES SHOWN ON DRAWINGS WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE BUT ARE NOT GUARANTEED TO BE COMPLETE OR DEFINITE.

3. THE CONTRACTOR SHALL CONTACT TEXAS 811 ONE-CALL SYSTEM [1-800-245-4545] AND THE CITY OF MIDLAND WATER UTILITIES DEPARTMENT [(432) 685-7270] A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL BURIED UTILITIES WITHIN THE PROJECT AREA FIELD LOCATED. CONTRACTOR SHALL CONTACT ANY AND ALL UTILITY COMPANIES IN THE AREA THAT MAY NOT BE NOTIFIED BY TEXAS ONE-CALL TO HAVE BURIED UTILITIES FIELD LOCATED.

4. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES WHICH OCCUR FROM THE FAILURE TO EXACTLY LOCATE AND PRESERVE UNDERGROUND UTILITIES.

5. CONTRACTOR SHALL "POTHOLE" ALL UNDERGROUND UTILITY CROSSINGS AHEAD OF THE CONSTRUCTION CREWS TO LOCATE AND VERIFY EXACT EXISTING VERTICAL ELEVATIONS. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY UPON IDENTIFICATION OF A POTENTIAL CONFLICT.

6. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, LOCAL AND/OR UTILITY AGENCIES PRIOR TO BEGINNING CONSTRUCTION. COORDINATE WORK ACTIVITIES WITH MIDLAND INTERNATION AIRPORT.

7. CONSTRUCTION SHALL BE IN COMPLIANCE WITH §217.53 OF THE CURRENT TCEQ REGULATIONS IN REGARD TO INSTALLATION METHOD, MATERIAL TYPE AND SEPARATION DISTANCE BETWEEN WATER MAINS AND WASTEWATER COLLECTION FACILITIES.

8. IF CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, WORK SHALL IMMEDIATELY CEASE IN THE AREA OF DISCOVERY. WORK MAY CONTINUE IN THE PROJECT AREA WHERE NO CULTURAL MATERIALS ARE PRESENT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND THE TEXAS HISTORICAL COMMISSION AT (512) 463-6100.

9. ALL DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR. HORIZONTAL OR VERTICAL ALIGNMENT CHANGES ARE TO BE APPROVED BY THE OWNER.

10. ANY RELOCATION OF AN EXISTING UTILITY NOT SHOWN ON THE DRAWINGS, WHETHER TEMPORARY OR PERMANENT, SHALL BE APPROVED BY THE OWNER PRIOR TO RELOCATION AND SHALL CONFORM TO ALL APPLICABLE GOVERNING STANDARDS AND SPECIFICATIONS.

11. UTILITY SERVICE LINES ARE NOT GENERALLY SHOWN ON DRAWINGS. CONTRACTOR SHALL ANTICIPATE THAT SUCH SERVICE LINES EXIST AND TAKE MEASURES TO IDENTIFY AND PROTECT THEM DURING CONSTRUCTION. DAMAGED SERVICE LINES SHALL BE PROMPTLY REPAIRED AT NO ADDITIONAL COST TO THE OWNER.

12. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIALS AND EQUIPMENT STORED ON OR OFF THE JOB-SITE IN A SAFE AND WORKMAN-LIKE MANNER, DURING AND AFTER WORKING HOURS, UNTIL JOB COMPLETION.

13. CONTRACTOR SHALL PREPARE AND SUBMIT A SCHEDULE FOR ALL PHASES OF CONSTRUCTION AND PROVIDE AN UPDATED SCHEDULE FOLLOWING ANY SIGNIFICANT DEVIATION FROM THE SCHEDULE. PHASING OF CONSTRUCTION SHALL GENERALLY PROCEED AS FOLLOWS:

    - INSTALL TEMPORARY ELECTRICAL SERVICE TO EXISTING LIFT STATION.
    - INSTALL NEW LIFT STATION.
    - DEMOLISH EXISTING LIFT STATION.
    - INSTALL REMAINING COMPONENTS OF NEW LIFT STATION.

14. CONTRACTOR SHALL SCHEDULE AND COORDINATE WORK WITH OWNER AS FAR IN ADVANCE AS PRACTICAL.

15. CONTRACTOR SHALL PREPARE AND SUBMIT A BYPASS PUMPING PLAN (BPP) FOR EACH PHASE OF CONSTRUCTION. IMPLEMENTATION AND MAINTENANCE OF BYPASS PUMPING OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGHOUT CONSTRUCTION.

16. THE OWNER WILL DESIGNATE LOCATIONS FOR CONTRACTOR'S USE IN STORAGE AND STAGING EQUIPMENT AND MATERIALS.

17. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT OR PLACE EXCESS EXCAVATED MATERIAL ON PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH THE PROPERTY OWNER.

18. CONTRACTOR SHALL PROMPTLY REMOVE AND LEGALLY DISPOSE OF ALL CUT VEGETATION, STUMPS, ROCKS, EXCAVATED MATERIAL AND OTHER DEBRIS NOT DESIGNATED TO REMAIN ON THE PROJECT SITE.

19. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO THEIR ORIGINAL OR BETTER CONDITION.

20. EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, FENCES, MAILBOXES, CULVERTS, HEADWALLS, SIDEWALKS, UTILITY PIPELINES AND DRAINAGE STRUCTURES, WHICH ARE DAMAGED, REMOVED OR ALTERED DURING CONSTRUCTION BUT DO NOT HAVE AN INDIVIDUAL BID ITEM, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, IN THE SAME LOCATION AND IN A CONDITION AS GOOD OR BETTER THAN FOUND, AT NO ADDITIONAL COST TO THE OWNER.

21. CONTRACTOR SHALL REPLACE TOPSOIL AND RESEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES AND NOT SPECIFIED FOR OTHER SURFACE REPLACEMENT.

22. CONTRACTOR SHALL RESTORE PAVEMENT TO AS GOOD OR BETTER THAN THE CONDITION PRIOR TO CONSTRUCTION, TO THE SATISFACTION OF THE OWNER.

23. CONTRACTOR SHALL REVIEW GEOTECHNICAL BORE LOG AND BECOME FAMILIAR WITH LOCAL UNDERGROUND CONDITIONS EXPECTED TO BE ENCOUNTERED ON THIS PROJECT. ALL EXCAVATION IS CONSIDERED "UNCLASSIFIED" AND IS SUBSIDIARY TO THE VARIOUS BID ITEMS OF THE PROJECT.

24. CONTRACTOR SHALL PREPARE AND SUBMIT A TRENCH SAFETY SYSTEM PLAN (TSSP) FOR ALL PHASES OF CONSTRUCTION. IMPLEMENTATION AND MAINTENANCE OF TRENCH PROTECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGHOUT CONSTRUCTION.

25. CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO ADEQUATELY PROTECT WORKMEN AND EXISTING STRUCTURES AND UTILITIES DURING ALL PHASES OF CONSTRUCTION IN ACCORDANCE WITH OSHA REQUIREMENTS.

26. CONTRACTOR SHALL COVER OPEN EXCAVATIONS IN TRAFFICKED AREAS WITH ANCHORED ½" STEEL PLATES DURING NON-WORKING HOURS. OPEN EXCAVATIONS IN NON-TRAFFICKED AREAS SHALL BE OTHERWISE PROTECTED.

27. USE APPROPRIATE COMPACTION EQUIPMENT FOR THE TYPE OF SOIL ENCOUNTERED. CLAY BACKFILLS NORMALLY REQUIRE CONSOLIDATED BY SHEEP'S-FOOT ROLLER WHEREAS SAND AND GRAVEL CAN BE COMPACTED WITH VIBRATORY EQUIPMENT. THE OWNER MAY REJECT SPECIFIC TYPES OF EQUIPMENT ON SITE AS SOIL CONDITIONS MAY VARY AND AS LOCATION WARRANTS (IE. PROXIMITY TO EXISTING STRUCTURES).

28. IF GROUND WATER IS ENCOUNTERED THE CONTRACTOR SHALL USE PUMPS AND/OR WELL POINTS TO DEWATER THE AREA TO ALLOW UNDERGROUND CONSTRUCTION. COST OF DEWATERING SHALL BE INCLUDED IN THE UNIT BID FOR INSTALLATION OF PROPOSED LINE OR STRUCTURE.

29. CONTRACTOR SHALL TEST MATERIALS TO BE USED FOR BACKFILLING AND ADJUST MOISTURE CONTENT TO SPECIFIED LEVELS BY ADDING WATER OR DRYING SOILS AS NECESSARY AND AS SPECIFIED.

30. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION MATERIALS TESTING THROUGH THE DESIGNATED FIELD REPRESENTATIVE 24 HOURS PRIOR TO TESTING. CONTRACTOR IS RESPONSIBLE FOR ADHERING CLOSELY TO TESTING SCHEDULE TO AVOID ANY DELAYS IN THE FIELD.

31. CONTRACTOR SHALL VERIFY THAT BENCH MARKS HAVE NOT BEEN DISTURBED AND NOTIFY THE OWNER IMMEDIATELY UPON IDENTIFICATION OF A POTENTIAL ISSUE.

32. CONTRACTOR SHALL KEEP STREETS, RIGHTS-OF-WAY AND THE WORK AREA CLEAN OF DIRT, MUD AND OTHER OBJECTIONABLE DEBRIS.

33. CONTRACTOR SHALL MINIMIZE THE GENERATION OF NUISANCE DUST BY WATERING AND/OR SWEEPING AS NEEDED.

34. CONTRACTOR SHALL INCORPORATE MEASURES DURING CONSTRUCTION TO MINIMIZE THE GENERATION OF NUISANCE ODORS FROM THE EXISTING WASTEWATER COLLECTIONS SYSTEM AND CONSTRUCTION ACTIVITIES.

35. CONTRACTOR SHALL FOLLOW ALL CITY ORDINANCES REGARDING NOISE AND ENVIRONMENTAL IMPACTS.

36. CONTRACTOR SHALL KEEP ACCURATE RECORDS OF AS-BUILT CONDITIONS AND PROVIDE TO THE ENGINEER TO AID IN THE PREPARATION OF AS-BUILT RECORD DRAWINGS. AS-BUILT RECORD DRAWINGS WILL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF ALL CONSTRUCTION.

37. CONTRACTOR SHALL PROVIDE TO THE OWNER ALL MATERIAL AND EQUIPMENT OPERATION AND MAINTENANCE (O&M) MANUALS, SPARE PARTS LISTS, ETC., AS RECOMMENDED BY THE EQUIPMENT MANUFACTURERS AND REQUIRED BY THE PROJECT DOCUMENTS, PRIOR TO FINAL ACCEPTANCE OF THE WORK.

LIMITS OF CONSTRUCTION

1. CONTRACTOR SHALL TAKE PHOTO/VIDEO EVIDENCE OF EXISTING CONDITIONS OF THE PROJECT SITE AREA PRIOR TO CONSTRUCTION AND SUBMIT TO THE OWNER PRIOR TO MOBILIZATION OF EQUIPMENT OR MATERIALS.

2. LIMIT OPERATIONS TO WITHIN THE CONFINES OF THE CONSTRUCTION WORK LIMITS SHOWN ON THE DRAWINGS AND DESIGNATED BY THE OWNER.

TRAFFIC NOTES

1. IMPLEMENTATION AND MAINTENANCE OF TRAFFIC CONTROL DEVICESS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGHOUT CONSTRUCTION.

2. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST EDITION, DURING CONSTRUCTION.

3. THE CONSTRUCTION WARNING SIGNS AND END OF CONSTRUCTION SIGNS SHALL BE PLACED AT PROJECT LIMITS AND SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF THE CONSTRUCTION.

4. CONTRACTOR SHALL MAINTAIN TRAFFIC IN EACH DIRECTION BY MEANS OF FLAGMEN OR DETOUR.

5. CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN SAFETY FENCES AND BARRICADES AT ALL TIMES AT EACH SITE WHERE PEDESTRIAN TRAFFIC IS EVIDENT.

6. CONTRACTOR SHALL PROMPTLY PLACE AND MAINTAIN TEMPORARY COLD-MIX PAVING ON PAVEMENT CUTS RELEASED TO GENERAL TRAFFIC UNTIL FINAL PAVEMENT IS PLACED.

7. CONTRACTOR MUST NOTIFY BUSINESSES AND RESIDENTS IMPACTED BY CONSTRUCTION AT LEAST ONE WEEK PRIOR TO CONSTRUCTION START IN THEIR AREA.

8. A NOTICE, PREPARED BY THE CONTRACTOR AND APPROVED BY THE OWNER, SHALL BE HAND DELIVERED BY THE CONTRACTOR TO ALL RESIDENTS AND BUSINESSES WITHIN THE VICINITY OF CONSTRUCTION NOTIFYING THEM OF THE PROPOSED CONSTRUCTION AND POSSIBLE DISRUPTIONS IN SERVICE TO WATER, SEWER, ROADS, ACCESS, ETC. NOTICE SHALL INCLUDE DATES OF WORK AND NUMBERS TO CONTACT IN CASE OF ANY QUESTIONS.

DRAINAGE NOTES

1. CONTRACTOR SHALL PREPARE AND SUBMIT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR ALL PHASES OF CONSTRUCTION. IMPLEMENTATION AND MAINTENANCE OF STORMWATER CONTROLS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGHOUT CONSTRUCTION.

2. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNER.

3. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS, UNLESS SPECIFICALLY AUTHORIZED BY OWNER IN WRITING.

WATER LINE (WHERE APPLICABLE)

1. ALL WATER LINES SHOWN IN APPROXIMATE LOCATION. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.

2. WATER LINES DESIGNATED TO REMAIN IN-SERVICE SHALL BE PROTECTED BY THE CONTRACTOR FROM CONSTRUCTION ACTIVITIES.

3. REPAIR EXISTING LINES DAMAGED DURING CONSTRUCTION WITH LIKE MATERIALS. NO ADDITIONAL PAY.

SANITARY SEWER (WHERE APPLICABLE)

1. ALL SANITARY SEWERS SHOWN IN APPROXIMATE LOCATION. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.

2. SEPARATION DISTANCES FOR ALL SANITARY SEWER AND WATER LINE CONSTRUCTION SHALL BE GOVERNED BY THE T.C.E.Q.'S RULES AND REGULATIONS FOR DESIGN CRITERIA FOR SEWAGE SYSTEMS. SECTION 217.53, LATEST PRINTING.

3. MAINTAIN SERVICE TO ALL SEWERS DURING CONSTRUCTION. LOCATE SANITARY SEWER SERVICE LATERALS AFFECTED BY CONSTRUCTION. THE OWNER DOES NOT WARRANTY THE LOCATION OR NUMBER OF ANY SANITARY LEADS SHOWN OR NOT SHOWN ON THE PLANS.

ELECTRICAL NOTES (WHERE APPLICABLE)

1. WARNING: OVERHEAD LINES MAY EXIST ON THE PROPERTY. SINCE THEY ARE CLEARLY VISIBLE THEY HAVE NOT BEEN MARKED ON THE PLANS. THE CONTRACTOR SHOULD LOCATE ALL OVERHEAD UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY AND CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. LOCATION OF AEP FACILITIES ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY AN ACTUAL FIELD CHECK.

2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND CONDUIT OR CABLE.

GAS NOTES (WHERE APPLICABLE)

1. CAUTION: UNDERGROUND GAS FACILITIES: LOCATION OF GAS LINES (TO INCLUDE UNIT GAS TRANSMISSION, AND/OR INDUSTRIAL GAS SUPPLY CORPORATION WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. THE CONTRACTOR SHALL CONTACT TEXAS ONE-CALL AT 1-800-245-4545 A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION TO HAVE MAINS AND SERVICES FIELD LOCATED. CONTRACTOR SHALL PRESERVE THE EXACT LOCATION BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THEM. UNDERGROUND FACILITIES.

2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND GAS LINES.

TELEPHONE (WHERE APPLICABLE)

1. THE LOCATIONS OF TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.

2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND CONDUIT CABLE SYSTEMS OR MANHOLES.

3. COORDINATE ANY CONFLICT WITH TELEPHONE COMPANY REPRESENTATIVES AND PROVIDE NECESSARY SUPPORT FOR TELEPHONE CABLE AS INSTRUCTED BY TELEPHONE COMPANY NO SEPARATE PAYMENT WILL BE MADE FOR SUCH WORK.

06/13/2025

SAGE DILLER
90640
REGISTERED PROFESSIONAL ENGINEER
TEXAS

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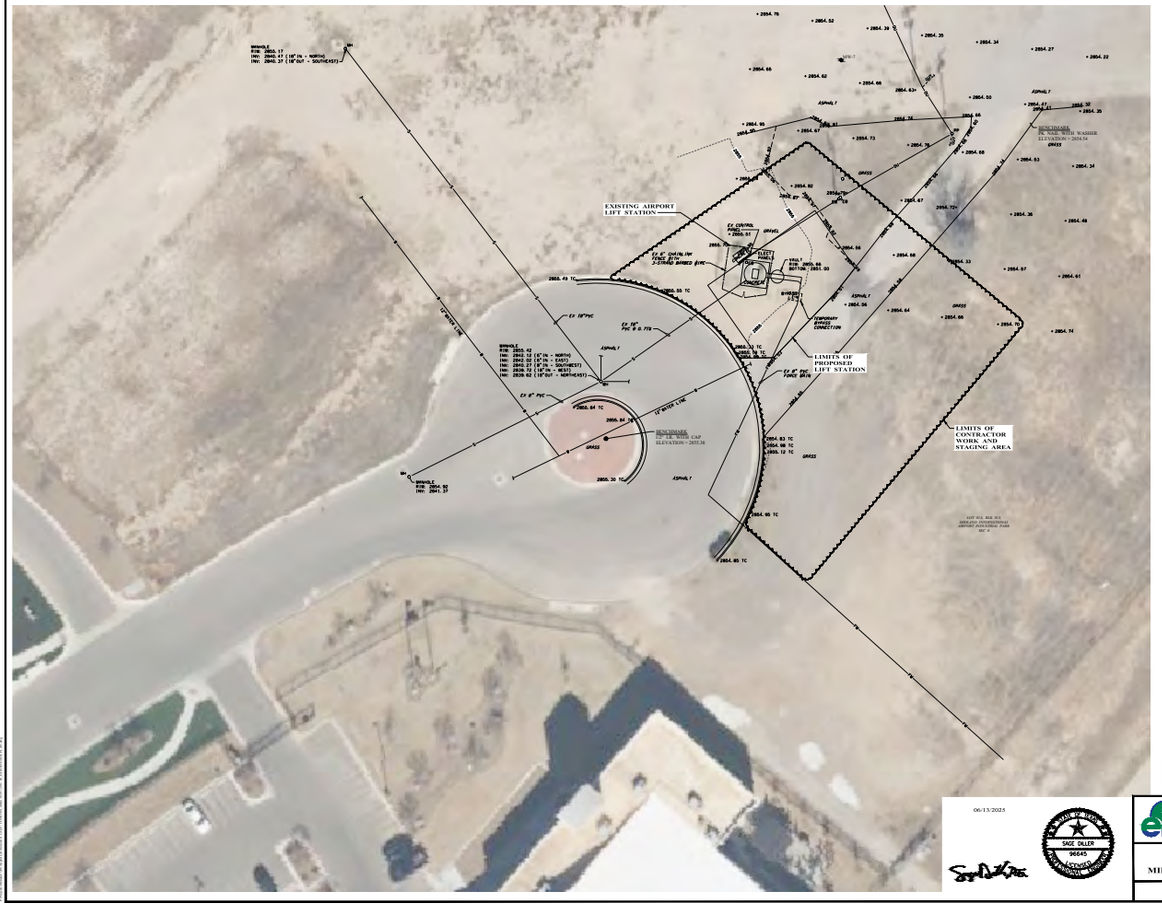
PE Firm Registration No. 1737 • PG Firm Registration No. 10733 • BPLS Firm Registration No. 10013993

19-7298	PROJECT NO.
05/29/2025	DATE
AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	
J. BURCHAM	DESIGNED BY:
S. LOPEZ	DRAWN BY:
S. DILLER	CHECKED BY:
GENERAL NOTES	2 OF 17



SCALE IN FEET

LEGEND

- POWER POLE
- ELECTRIC BOX
- ELECTRIC METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- MONITOR WELL
- GUY ANCHOR
- CHAINLINK FENCE
- FORCE MAIN SEWER LINE
- OVERHEAD UTILITY
- EXISTING SEWER LINE
- CONCRETE PARKING

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LIFT STATION ADDRESS:	LIFT STATION LOCATION:
2903 EARHART DR. MIDLAND, TEXAS 79706	LATITUDE: 31°53'56.77"N LONGITUDE: 102°12'28.07"W

06/13/2025

STATE OF TEXAS
SAGE DILLER
90840
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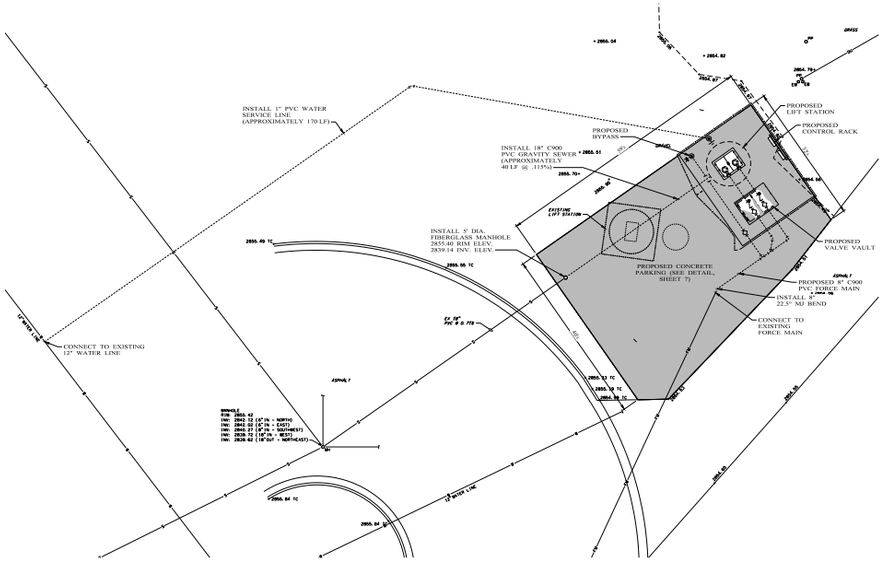
15-7298	PROJECT NO.
05/29/2025	DATE
AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	
J. BURCHAM	DESIGNED BY:
S. LOPEZ	DRAWN BY:
S. DILLER	CHECKED BY:
EXISTING SITE PLAN	SHEET 3 OF 17



PROPOSED SITE PLAN

SCALE: 1" = 10'

SCALE IN FEET

LEGEND

- POWER POLE
- ELECTRIC BOX
- ELECTRIC METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- MONITOR WELL
- GUY ANCHOR
- CHAINLINK FENCE
- FORCE MAIN SEWER LINE
- OVERHEAD UTILITY
- EXISTING SEWER LINE
- CONCRETE PARKING

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS PRESENT EVIDENCE AND DATA ALLOWS. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

06/13/2025

STATE OF TEXAS
SAGE DILLER
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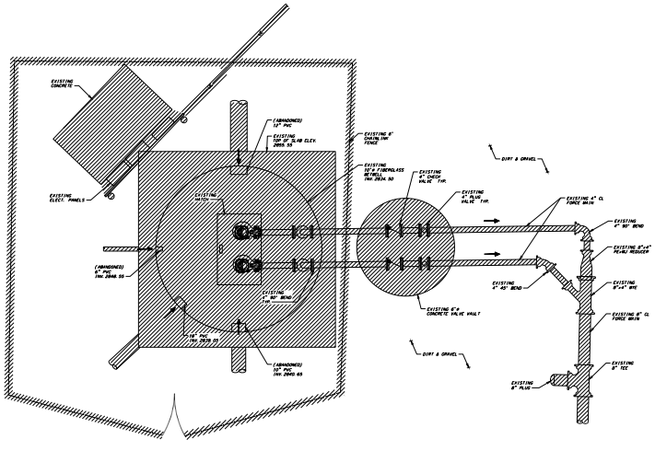
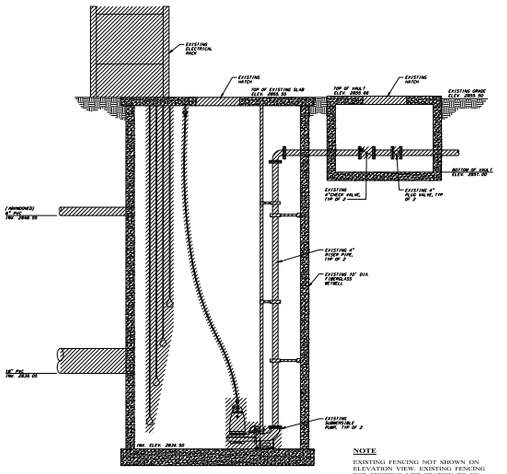
19-7298	PROJECT NO.
05/29/2025	DATE
J. BURCHAM	DESIGNED BY:
S. LOPEZ	DRAWN BY:
S. DILLER	CHECKED BY:
4 OF 17	SHEET NO.

AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS

PROPOSED SITE PLAN



EXISTING LIFT STATION DEMOLITION PLAN
SCALE: 3/8" = 1'-0"



EXISTING LIFT STATION DEMOLITION ELEVATION
SCALE: 3/8" = 1'-0"

NOTE

EXISTING FENCING NOT SHOWN ON ELEVATION VIEW. EXISTING FENCING FOR EXISTING LIFT STATION TO BE REMOVED. REFER TO PLAN VIEW (THIS SHEET) FOR REFERENCE.

NOTES

1. ALL ITEMS SHOWN CROSS HATCHED ARE TO BE DEMOLISHED.
2. FIELD VERIFY AND LOCATE EXISTING STRUCTURES, UTILITIES, AND OTHER FACILITIES PRIOR TO BEGINNING WORK.
3. ANY UNDERGROUND UTILITIES SHOWN ARE BASED UPON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY BE PRESENT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, IDENTIFYING, AND PROTECTING ALL BURIED UTILITIES AND UNDERGROUND STRUCTURES. EXISTING UTILITIES DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AS GOOD OR BETTER CONDITION AT CONTRACTOR'S EXPENSE. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS OR UTILITIES NOT SHOWN ON PLANS.
4. CONTRACTOR TO REMOVE EXISTING LIFT STATION, VAULT, ELECTRICAL RACK, CONCRETE, FENCING, AND ALL RELATED APPURTENANCES.
5. EXISTING SEWER LINES NOTED AS "ABANDONED" SHALL BE DEMOLISHED OF FROM EXISTING WETWELL AND CAPPED.

06/13/2025

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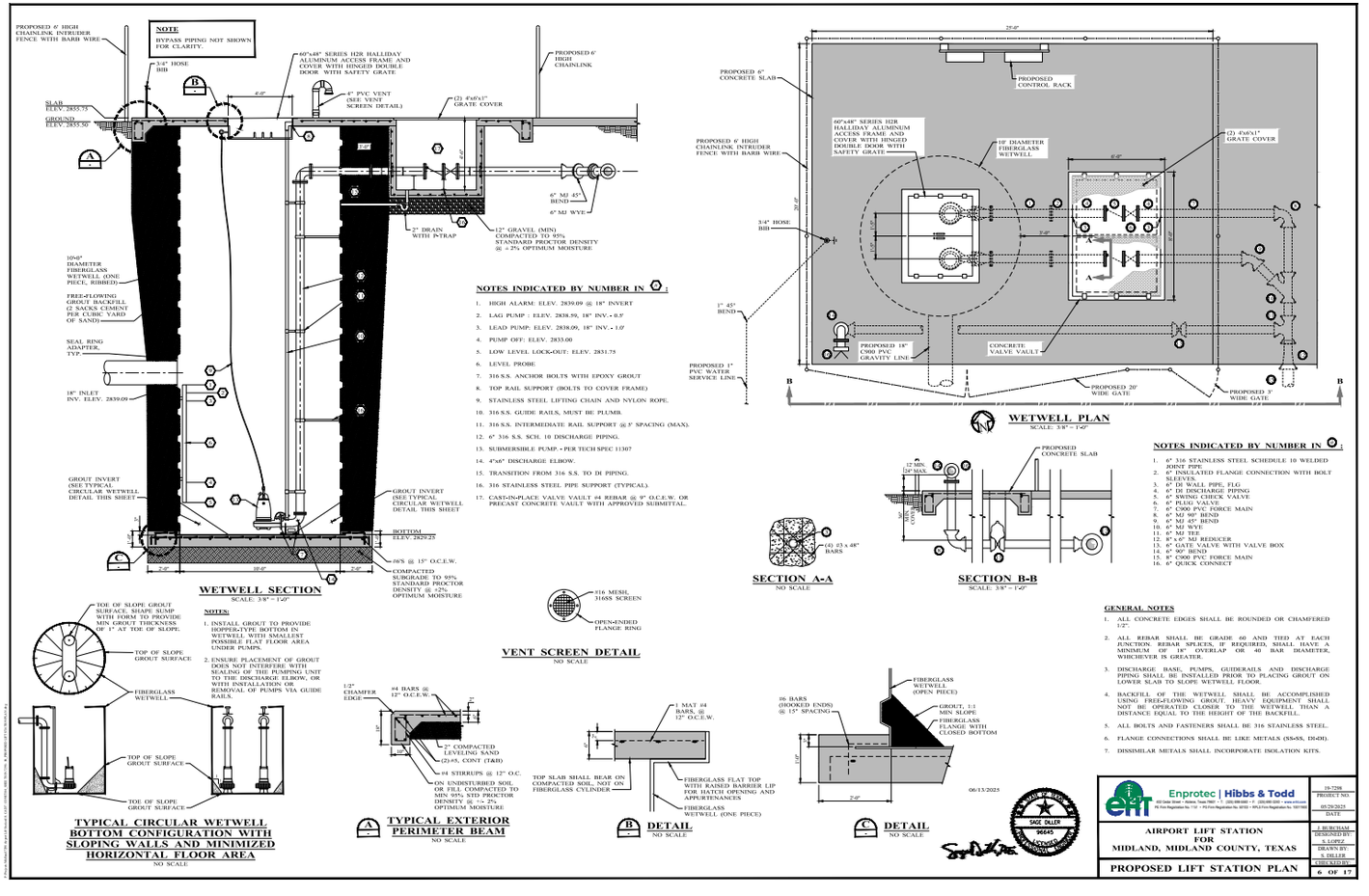
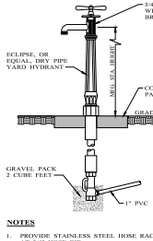
19-7298	PROJECT NO.
05/29/2025	DATE
AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	
J. BURCHAM	DESIGNED BY:
S. LOPEZ	DRAWN BY:
S. DILLER	CHECKED BY:
EXISTING LIFT STATION DEMOLITION	SHEET 5 OF 17

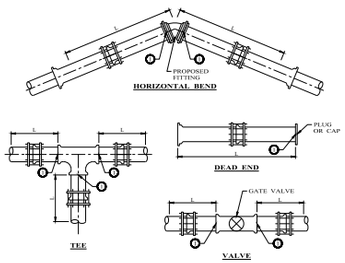

NOTE
BYPASS PIPING NOT SHOWN FOR CLARITY.
PROPOSED 6' HIGH CHAINLINK INTRUDER FENCE WITH BARB WIRE
3/4" HOSE BIB
SLAB ELEV. 2855.75
GROUND ELEV. 2855.00
60"x48" SERIES H2R HALLIDAY ALUMINUM ACCESS FRAME AND COVER WITH HINGED DOUBLE DOOR WITH SAFETY GRATE
4" PVC VENT (SEE VENT SCREEN DETAIL)
(2) 4'x6'x1" GRATE COVER
PROPOSED 6' HIGH CHAINLINK
6" MJ 45° BEND
6" MJ WYE
2" DRAIN WITH P-TRAP
12" GRAVEL (MIN) COMPACTED TO 95% STANDARD PROCTOR DENSITY @ ± 2% OPTIMUM MOISTURE
10'x8' DIAMETER FIBERGLASS WETWELL (ONE PIECE, RIBBED)
FREE-FLOWING GROUT BACKFILL (2 SACKS CEMENT PER CUBIC YARD OF SAND)
SEAL RING ADAPTER, TYP.
18" INLET INV. ELEV. 2839.09
GROUT INVERT (SEE TYPICAL CIRCULAR WETWELL DETAIL THIS SHEET
BOTTOM ELEV. 2829.25
#6'S @ 15" O.C.E.W.
COMPACTED SUBGRADE TO 95% STANDARD PROCTOR DENSITY @ ±2% OPTIMUM MOISTURE
4'-0"
2'-0"
10'-0"
2'-0"
WETWELL SECTION
SCALE: 3/8" = 1'-0"
NOTES:
1. INSTALL GROUT TO PROVIDE HOPPER-TYPE BOTTOM IN WETWELL WITH SMALLEST POSSIBLE FLAT FLOOR AREA UNDER PUMPS.
2. ENSURE PLACEMENT OF GROUT DOES NOT INTERFERE WITH SEALING OF THE PUMPING UNIT WITH PUMP-DISCHARGE ELBOW, OR WITH INSTALLATION OR REMOVAL OF PUMPS VIA GUIDE RAILS.
TOE OF SLOPE GROUT SURFACE, SHAPE SUMP WITH FORM TO PROVIDE MIN GROUT THICKNESS OF 1" AT TOE OF SLOPE.
TOP OF SLOPE GROUT SURFACE
FIBERGLASS WETWELL
TOP OF SLOPE GROUT SURFACE
TOE OF SLOPE GROUT SURFACE
TYPICAL CIRCULAR WETWELL BOTTOM CONFIGURATION WITH SLOPING WALLS AND MINIMIZED HORIZONTAL FLOOR AREA
NO SCALE
1/2" CHAMFER EDGE
#4 BARS @ 12" O.C.E.W.
2" COMPACTED LEVELING SAND (2-6), CONT (TAB)
#4 STIRRUPS @ 12" O.C.
ON UNDISTURBED SOIL OR FILL COMPACTED TO MIN 95% STD PROCTOR DENSITY @ +- 2% OPTIMUM MOISTURE
TYPICAL EXTERIOR PERIMETER BEAM
NO SCALE
#16 MESH, 316SS SCREEN
OPEN-ENDED FLANGE RING
VENT SCREEN DETAIL
NO SCALE
1 MAT #4 BARS, @ 12" O.C.E.W.
TOP SLAB SHALL BEAR ON COMPACTED SOIL, NOT ON FIBERGLASS CYLINDER
FIBERGLASS FLAT TOP WITH RAISED BARRIER LIP FOR HATCH OPENING AND APPURTENANCES
FIBERGLASS WETWELL (ONE PIECE)
DETAIL
NO SCALE
#6 BARS (HOOKED ENDS) @ 15" SPACING
FIBERGLASS WETWELL (OPEN PIECE)
GROUT, 1:1 MIN SLOPE
FIBERGLASS FLANGE WITH CLOSED BOTTOM
DETAIL
NO SCALE
06/13/2025
25'-0"
PROPOSED 6" CONCRETE SLAB
PROPOSED CONTROL RACK
60"x48" SERIES H2R HALLIDAY ALUMINUM ACCESS FRAME AND COVER WITH HINGED DOUBLE DOOR WITH SAFETY GRATE
10' DIAMETER FIBERGLASS WETWELL
(2) 4'x6'x1" GRATE COVER
PROPOSED 6' HIGH CHAINLINK INTRUDER FENCE WITH BARB WIRE
3/4" HOSE BIB
1" 45° BEND
PROPOSED 1" PVC WATER SERVICE LINE
PROPOSED 18" C900 PVC GRAVITY LINE
CONCRETE VALVE VAULT
PROPOSED 20' WIDE GATE
PROPOSED 3' WIDE GATE
WETWELL PLAN
SCALE: 3/8" = 1'-0"
(4) #3 x 48" BARS
SECTION A-A
NO SCALE
PROPOSED CONCRETE SLAB
12" MIN, 24" MAX
SECTION B-B
SCALE: 3/8" = 1'-0"
NOTES INDICATED BY NUMBER IN
1. HIGH ALARM: ELEV. 2839.09 @ 18" INVERT
2. LAG PUMP : ELEV. 2838.59, 18" INV. - 0.5'
3. LEAD PUMP: ELEV. 2838.09, 18" INV. - 1.0'
4. PUMP OFF: ELEV. 2833.00
5. LOW LEVEL LOCK-OUT: ELEV. 2831.75
6. LEVEL PROBE
7. 316 S.S. ANCHOR BOLTS WITH EPOXY GROUT
8. TOP RAIL SUPPORT (BOLTS TO COVER FRAME)
9. STAINLESS STEEL LIFTING CHAIN AND NYLON ROPE.
10. 316 S.S. GUIDE RAILS, MUST BE PLUMB.
11. 316 S.S. INTERMEDIATE RAIL SUPPORT @ 5' SPACING (MAX).
12. 6" 316 S.S. SCH. 10 DISCHARGE PIPING.
13. SUBMERSIBLE PUMP. - PER TECH SPEC 11307
14. 4"x6" DISCHARGE ELBOW.
15. TRANSITION FROM 316 S.S. TO DI PIPING.
16. 316 STAINLESS STEEL PIPE SUPPORT (TYPICAL).
17. CAST-IN-PLACE VALVE VAULT #4 REBAR @ 9" O.C.E.W. OR PRECAST CONCRETE VAULT WITH APPROVED SUBMITTAL.
NOTES INDICATED BY NUMBER IN
1. 6" 316 STAINLESS STEEL SCHEDULE 10 WELDED JOINT PIPE
2. 6" INSULATED FLANGE CONNECTION WITH BOLT SLEEVES.
3. 6" DI WALL PIPE, FLG
4. 6" DI DISCHARGE PIPING
5. 6" SWING CHECK VALVE
6. 6" PLUG VALVE
7. C900 PVC FORCE MAIN
8. 6" MJ 90° BEND
9. 6" MJ 45° BEND
10. 6" MJ WYE
11. 6" MJ TEE
12. 8" x 6" MJ REDUCER
13. 6" GATE VALVE WITH VALVE BOX
14. 6" 90° BEND
15. 8" C900 PVC FORCE MAIN
16. 6" QUICK CONNECT
GENERAL NOTES
1. ALL CONCRETE EDGES SHALL BE ROUNDED OR CHAMFERED 1/2".
2. ALL REBAR SHALL BE GRADE 60 AND TIED AT EACH JUNCTION. REBAR SPLICES, IF REQUIRED, SHALL HAVE A MINIMUM 48 - 18" OVERLAP OR 40 -BAR DIAMETER, WHICHEVER IS GREATER.
3. DISCHARGE BASE, PUMPS, GUIDERAILS AND DISCHARGE PIPING SHALL BE INSTALLED PRIOR TO PLACING GROUT ON LOWER SLAB TO SLOPE WETWELL FLOOR.
4. BACKFILL OF THE WETWELL SHALL BE ACCOMPLISHED USING FREE-FLOWING GROUT. HEAVY EQUIPMENT SHALL NOT BE OPERATED CLOSER TO THE WETWELL THAN A DISTANCE EQUAL TO THE HEIGHT OF THE BACKFILL.
5. ALL BOLTS AND FASTENERS SHALL BE 316 STAINLESS STEEL.
6. FLANGE CONNECTIONS SHALL BE LIKE METALS (SS-SS, DI-DI).
7. DISSIMILAR METALS SHALL INCORPORATE ISOLATION KITS.
Enprotec | Hibbs & Todd
10-7298
PROJECT NO.
05/29/2025
DATE
AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS
PROPOSED LIFT STATION PLAN
J. BURCHAM
DESIGNED BY:
S. LOPEZ
DRAWN BY:
S. DILLER
CHECKED BY:
6 OF 17



NOTES

1. PROVIDE STAINLESS STEEL HOSE RACK AT 3/4" HOSE BIB.

3/4" HOSE BIBB
(NON-FREEZE TYPE)
NO SCALE



THRUST RESTRAINT DETAIL
NO SCALE

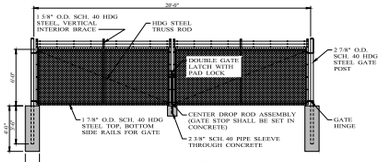
THRUST RESTRAINT TABLE

TYPE FITTING	VIA MECHANICAL RETAINER GLAND						
	TOTAL FEET OF PIPE (L) REQUIRING RESTRAINT UPSTREAM OF FITTING FOR MECHANICAL JOINT RESTRAINTS ON PRESSURE PIPE. (INCLUDING FITTING JOINT)						
	4"	6"	8"	10"	12"	14"	16"
90° BEND	16	23	30	36	43	49	55
45° BEND	7	10	13	15	18	20	23
22 1/2° BEND	4	5	6	8	9	10	11
11 1/4° BEND	3	3	4	4	5	5	6
TEE	30	42	56	68	79	91	103
VALVE	30	42	56	67	80	92	105
DEAD END	30	42	56	67	80	92	105

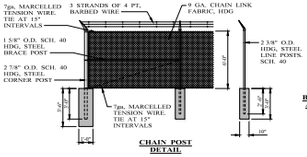
FOR ADDITIONAL RESTRAINT AT BELL AND SPIGOT CONNECTIONS ALONG STRAIGHT RUN OF PIPE.

NOTE

1. INSTALL MECHANICAL THRUST RESTRAINT GLANDS AT ALL FITTINGS.



STANDARD 20' (INDUSTRIAL) DOUBLE GATE



CHAIN POST DETAIL

BARBED WIRE ARM DETAIL

NOTES

1. EXCAVATE HOLE DEPTHS APPROXIMATELY 6" DEEPER THAN BOTTOM OF POLE.
2. MAXIMUM POST SPACING SHALL BE 10'-0".
3. ALL TIES ARE TO BE 9 GA. MINIMUM.
4. ALL FITTINGS, HARDWARE & APPURTENANCES ETC., ARE TO BE OF GALVANIZED MATERIAL.
5. GATE FENCE TO MATCH FENCE.
6. ALL FENCE COMPONENTS/INSTALLATIONS SHALL BE IN ACCORDANCE WITH CURRENT ASTM STANDARDS REGARDLESS OF ANY INFORMATION SHOWN HERE.
7. EACH GATE LEAF SHALL INCLUDE A DUCKBILL KEEPER.
8. BOTTOM OF FENCE SHALL BE NO MORE THAN 4" ABOVE FINISHED GRADE AND NO LESS THAN 2".

CHAIN LINK FENCE DETAIL
NO SCALE

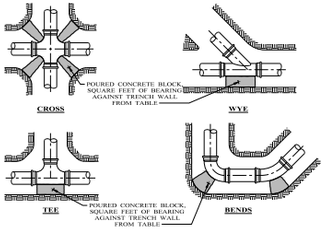
BLOCKING DETAILS TABLE

PIPE SIZE	CROSS	WYE	TEE	90° BEND	45° BEND	22 1/2° BEND
4"	1.5	1.5	1.5	2.5	1.4	0.7
6"	3.8	3.8	3.8	5.6	2.5	1.3
8"	6.5	6.5	6.5	9.5	4.9	2.5
10"	10.7	10.7	10.7	15.1	8.1	4.2
12"	15.2	15.2	15.2	21.4	11.6	5.9
14"	20.7	20.7	20.7	29.2	15.7	8.1
16"	26.8	26.8	26.8	37.8	20.4	10.5
18"	33.6	33.6	33.6	54.4	29.3	15.1
20"	47.8	47.8	47.8	67.4	36.3	18.6
24"	68.9	68.9	68.9	97.2	52.4	26.9

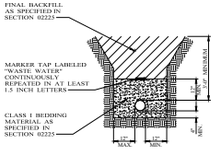
REQUIRED SQUARE FEET OF BEARING AGAINST TRENCH WALL

NOTE

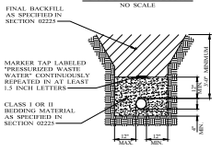
ALL CONCRETE SHALL CONTAIN EITHER TYPE I OR TYPE III PORTLAND CEMENT (ASTM C-150), WITH MINIMUM CONTENT OF 5 SACKS PER CUBIC YARD (3000 PSI MINIMUM COMPRESSIVE STRENGTH)



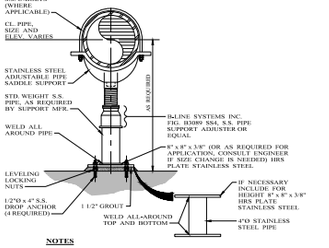
BLOCKING DETAILS
NO SCALE



GRAVITY SEWER BEDDING DETAIL
NO SCALE



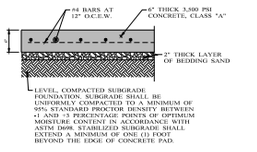
FORCE MAIN BEDDING DETAIL
NO SCALE



NOTES

1. WHERE METAL PIPE OTHER THAN S.S. IS UTILIZED, COMPLETELY SEPARATE PIPE FROM S.S. SADDLE SUPPORT WITH RUBBER GASKET.
2. MAXIMUM UNSUPPORTED LENGTH PER MANUFACTURER'S RECOMMENDATIONS.

PIPE SUPPORT
NO SCALE



CONCRETE PAD DETAIL
NO SCALE

06/13/2025

SAGE DILLER
90640
REGISTERED PROFESSIONAL ENGINEER
TEXAS

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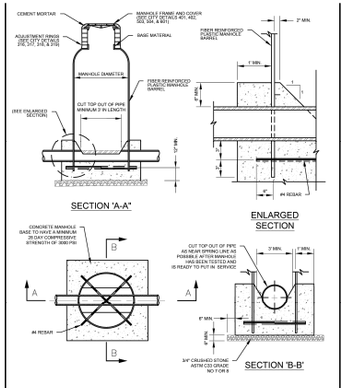
PE Firm Registration No. 1737 • PG Firm Registration No. 10755 • BPLS Firm Registration No. 10017003

15-7298	PROJECT NO.
05/29/2025	DATE
J. BURCHAM	DESIGNED BY:
S. LOPEZ	DRAWN BY:
S. DILLER	CHECKED BY:
7 OF 17	SHEET NO.

AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS

MISCELLANEOUS DETAILS

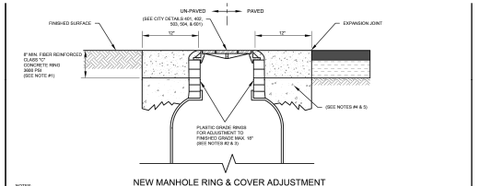


DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL
	TYPICAL FIBERGLASS MANHOLE		313(A)

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL
	TYPICAL FIBERGLASS MANHOLE		313(B)

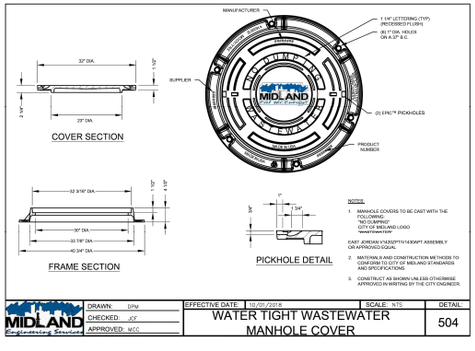


NEW MANHOLE RING & COVER ADJUSTMENT

NOTES:

1. INSTALL 12" MIN. FIBER-REINFORCED CLASS "C" CONCRETE RING, 3000 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD AMEAND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER EXCAVATION WITH FLOWABLE FILL 2 SACK (2 SACK = 1 BELLBECY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

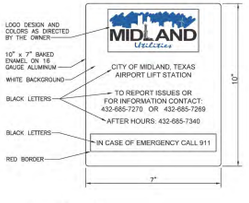
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL
	NEW MANHOLE RING & COVER ADJUSTMENT		318



NOTES:

1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   "MIDLAND" WORDING LOGO
   "WATER TIGHT"
   EAST JORDAN #1435GPTH/1436GPT ASSEMBLY OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL
	WATER TIGHT WASTEWATER MANHOLE COVER		504



CONTACT SIGN NOTE:
INSTALL ONE "CONTACT" SIGN ON THE ENTRANCE GATE TO THE FACILITY.

"CONTACT" SIGN DETAIL
NOT TO SCALE

06/13/2025

SAGE DILLER
90040
LICENSED
PROFESSIONAL ENGINEER
TEXAS

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PE Firm Registration No. 1121 • PG Firm Registration No. 50153 • WALE Firm Registration No. 10017600

AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	19-7298 PROJECT NO.
	05/29/2025 DATE
	J. BURCHAM DESIGNED BY:
	S. LOPEZ DRAWN BY:
	S. DILLER CHECKED BY:
MISCELLANEOUS DETAILS	8 OF 17

ELECTRICAL PLAN LEGEND

SYMBOL	DESCRIPTION
	ABOVE GROUND CONDUIT
	UNDERGROUND CONDUIT
—GND—	GROUND CONDUCTOR
	GROUND WELL
	FLOODLIGHT
	20A, LIGHT SWITCH IN WEATHER-PROOF FS BOX
PE	PHOTO ELECTRIC SWITCH
PS	PRESSURE SWITCH
PT	FLOW INDICATING TRANSMITTER
TT	TEMPERATURE INDICATING TRANSMITTER
WP GFCI	20A, 125V, GFI RECEPTACLE IN WEATHER PROOF WHILE-IN-USE COVER
J	JUNCTION BOX
	ALARM BEACON
	WEATHERHEAD
XXX-XXX	CONDUIT MARKER (SEE CONDUIT SCHEDULE THIS SHEET)

ONE-LINE DIAGRAM LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
100AF 50AT	MOLDED CASE CIRCUIT BREAKER		OILER HEATER WITH THERMOSTAT
	STARTER (SIZE NOTED)	TS	MOTOR WINDING THERMOSTAT
HP	THREE-PHASE MOTOR (HORSEPOWER NOTED)	PFC	POWER FACTOR CORRECTION CAPACITOR
	ELECTRICAL GROUND	W	POWER QUALITY MONITOR
PFM	PHASE FAILURE RELAY	N/G	NEUTRAL/GROUND BOND
PS	PRESSURE SWITCH	ETM	ELAPSED TIME METER
OS	OILER SOLENOID		INDICATING LIGHT (COLOR AS SHOWN: G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE
TT	TEMPERATURE INDICATING TRANSMITTER		HAND-OFF-AUTO SWITCH
LS	LOCAL LOCK STOP		OFF-AUTO SWITCH
TS	TEMPERATURE SWITCH	TD	TIME DELAY RELAY
VS	VIBRATION SWITCH	XXX-XXX	CONDUIT MARKER (SEE CONDUIT SCHEDULE THIS SHEET)
FM	FLOW METER		ITEM LOCATED ON LIFT STATION CONTROL PANEL SWING-OUT PANEL
SPD	SURGE PROTECTIVE DEVICE	SR L.R.	3% LINE REACTOR
	MOTOR SPACE HEATER		
	SPECIAL DEVICE (SEE SCHEDULE THIS SHT)		
SSOL	SOLID STATE OVERLOAD		

CONTROL DIAGRAM LEGEND

SYMBOL	DESCRIPTION
100AF 50AT	MOLDED CASE CIRCUIT BREAKER
	SELECTOR SWITCH
	PUSH BUTTON
CR/TD	CONTROL/ TIME-DELAY RELAY - PLUG IN
CR CR	RELAY CONTACT (NORMALLY OPEN - NORMALLY CLOSED)
TD	TIME-DELAY RELAY CONTACT
M	MOTOR STARTER COIL
OL N	MOTOR OVERLOAD
ETM	ELAPSED TIME METER
	INDICATING LIGHT - LED TYPE - PUSH-TO-TEST (COLOR AS SHOWN: G=GREEN, R=RED, A=AMBER, B=BLUE, W=WHITE
	MOTOR SPACE HEATER
TS	TEMPERATURE SWITCH
FS	FLOAT SWITCH
1	SPECIAL DEVICE (SEE SCHEDULE THIS SHEET)
	ITEM LOCATED ON LIFT STATION CONTROL PANEL SWING-OUT PANEL

ABBREVIATIONS

#PDT - # POLE, DOUBLE THROW; WHERE # IS # OF POLES (S=SINGLE, D=DOUBLE)
A - AMPS OR AMPERES
ASP - AUTOSENSORY PANEL
BC - BARE COPPER
C - CONDUIT
CC - COPPER CLAD
CGB - CABLE GLAND BUSHING
CLR - CLEARANCE
CR - CONTROL RELAY
DTL - DETAIL
ETM - ELAPSED TIME METER
EW - EACH WAY
FG - FINISHED GRADE
FIN - FINISHED (AS IN FINISHED GRADE)
G; GND - GROUND
HDG - HOT DIPPED GALVANIZED
HTR - HEATER
M - MOTOR
MIN - MINIMUM
MLO - MAIN LUGS ONLY
MSH - MOTOR SPACE HEATER
NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
N; NEU - NEUTRAL
NG - NEUTRAL/GROUND BOND
NTS - NOT TO SCALE
OC - OFF CENTER
OL - OVERLOAD
P - POLES
PFCC - POWER FACTOR CORRECTION CAPACITOR
PROP - PROPOSED
PVC - POLYVINYL CHLORIDE
RGS - RIGID GALVANIZED STEEL
SCH - SCHEDULE
SHT - SHEET
SPD - SURGE PROTECTIVE DEVICE
S.S.; STN STL - STAINLESS STEEL
TD - TIME DELAY RELAY
TYP - TYPICAL
V - VOLT/VOLTAGE
W/ - WITH
WU - WHILE IN USE
WP - WEATHERPROOF OR WEATHER PROTECTED
GFCI - GROUND FAULT CIRCUIT INTERRUPTER

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL AND NATIONAL CODES AND REQUIREMENTS.
2. CONDUITS SHALL NOT BE ROUTED ACROSS WALKWAYS, PATHS OF ACCESS, TRAVEL, OR EGRESS. ROUTE BENEATH GRATINGS, IN CONCRETE STRUCTURES, OR AROUND EQUIPMENT. DO NOT ROUTE IN CONFLICT WITH OTHER PIPING, CONDUITS, EQUIPMENT, OR STRUCTURES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS ASSOCIATED WITH THE WORK. THE COSTS OF THE PERMITS, IF ANY, SHALL BE BORNE BY THE CONTRACTOR.
4. ALL ASPECTS OF THIS INSTALLATION MUST COMPLY WITH THE LATEST UTILITY CO. STANDARDS. REVIEW THIS PROJECT'S SERVICE REQUIREMENTS OF LOCATION, RATINGS, AND METHODS WITH POWER COMPANY PRIOR TO BEGINNING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH UTILITY COMPANY TO ESTABLISH ELECTRIC SERVICE.
6. ALL POWER AND INSTRUMENTATION CONDUCTORS SHALL BE INSTALLED IN SEPARATE CONDUITS.
7. ALL EXTERIOR ABOVE GRADE CONDUIT SHALL BE PVC COATED RIGID GALVANIZED STEEL CONDUIT. ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.

SPECIAL DEVICE SCHEDULE

ITEM	DESCRIPTION	ITEM	DESCRIPTION
AD	AUTODIALER - SENSAPHONE 400	LT	LED PUSH-TO-TEST INDICATING LIGHT - 30MM HEAVY DUTY OILTIGHT/WATERTIGHT, VOLTAGE AS REQUIRED, 60HZ - COLOR AS INDICATED
CF	CABINET FAN - HOFFMAN CAT NO. A-FPAA4RFN, 21 WATT, 120V (WITH RAIN SHIELD GRILLE)	PC	PUMP CONTROLLER - MULTIRODE MULTISMART PUMP STATION MANAGER & RTU, W/OPERATOR INTERFACE, LOGIC ENGINE, FLOW CONTROL, DNP3, MODBUS TCP/IP
CH	CABINET HEATER - HOFFMAN CAT NO. DAH1002A, 115 VAC, 100 WATT	PE	PHOTOELECTRIC SWITCH - INTERMATIC SERIES KT100, 120V - MODEL NO. KT127 - MOUNT TO CONTROL PANEL
CR	CONTROL RELAY - WITH 4 S.P.D.T. SWITCHES RATED 10 AMPS AT 120 VOLT, COIL VOLTAGE AS REQUIRED, PLUG IN BASE AND SOCKET	PFM	PHASE FAILURE RELAY - OVERSHIED ELECTRONICS MODEL NO. SLD-440-ALE, 480 VOLT, THREE-PHASE
DM	DERAGGER - PUMP MONITOR WITH AUTOMATIC DERAGGING CYCLES, DERAGGER+ OR PRE-APPROVED EQUAL WITH REQUIRED ACCESSORIES	PM	PUMP PROTECTION MODULE - SEAL LEAK AND WINDING OVERTEMP ALARM, INDICATION, AND PROTECTION AS SHOWN AND PER MANUFACTURER'S REQUIREMENTS
DSP	PUMP CONTROLLER DISPLAY - MULTIRODE MULTISMART	PS	24 VDC POWER SUPPLY WITH UPS - PHOENIX CONTACT TRIO SERIES W/QUINT-BAT - SIZE POWER SUPPLY FOR 50% GREATER THAN LOAD AND BATTERY FOR 15 MIN
EF	EXHAUST GRILLE - HOFFMAN CAT NO. A-W66 LOUVER WITH CAT NO. A-FLT66 FILTER K.T. (WITH RAIN SHIELD GRILLE)	PT	PRESSURE SWITCH - MERCOID SERIES DA, MODEL NO. DAW-33-153-1, 5-150 PSI RANGE, NEMA 4 WEATHER-PROOF ENCLOSURE, SPDT MERCURY SWITCH RATED 4 AMPS AT 120 VOLTS
ETM	ELAPSED TIME METER - CRAMER #6535, 120 VOLT	SPD	SURGE PROTECTION DEVICE - UL 1449 4TH EDITION CERTIFIED, 240 KA PEAK SURGE CURRENT, INTERNAL DISCONECT, LED PHASE STATUS INDICATION, EATON SPD-250-480Y-3-W OR EQUAL
FB	FLASHING BEACON - LED, 65FPM, 120V, RED POLYCARBONATE LENS, EDWARDS #A351RMFC12A	SPD	SURGE PROTECTIVE DEVICE - UL 1449 4TH EDITION, NOMINAL 120V, DIN RAIL MOUNTED; PHOENIX CONTACT MODEL PTZ-PE/S-120 AC/FM PART #2858812 APPROVED EQUAL
HI	VIBRATING PANEL MOUNT HORN - NEMA 4X, 120 VOLT - EDWARDS MODEL NO. 870P-A5	TD	TIME DELAY RELAY - WITH 2 S.P.D.T. SWITCHES RATED 7 AMPS AT 120 VOLT, CONTACTS AND COIL, PLUG IN BASE AND SOCKET, 3 RANGES, 0.1 TO 100 SEC, ATC MODEL No. 3180-134
LP	LEVEL PROBE - 10 SENSOR, MULTIRODE OR PRE-APPROVED EQUAL WITH MOUNTING BRACKET		

LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER & MODEL NUMBER	VOLTAGE	INPUT POWER	MOUNTING	LAMP		REMARKS
					NO.	TYPE	
FL-1	LITHONIA DSHF2 LED 4 50K FL 120, DSHF1/ZTS & VG	120	74W	SUF-FITTER	1	LED 5,000K 7,749 LUMENS	D-SERIES W/VANDAL SHIELD

CONDUIT SCHEDULE

NO.	SIZE & CONDUCTORS	FROM	TO	DESCRIPTION
FL-3.00	1" C, W/2#12+#12 GND	CONTROL PANEL	FLOOD LIGHT POLE NO. 1	FLOOD LIGHT POLE NO. 1
LP-3.00	1" C, W/3#8+4#6+#12 GND	CONTROL PANEL	HAND HOLE	LIFT PUMP NO. 1 POWER
LP-3.01	3" C, W/SUBMERSIBLE PUMP CABLE	HAND HOLE	WET WELL	LIFT PUMP NO. 1
LP-3.00	1" C, W/3#8+4#6+#12 GND	CONTROL PANEL	HAND HOLE	LIFT PUMP NO. 2
LP-3.01	3" C, W/SUBMERSIBLE PUMP CABLE	HAND HOLE	WET WELL	LIFT PUMP NO. 2
LT-3.00	1" C, W/3#14+#12 GND	CONTROL PANEL	HAND HOLE	LEVEL PROBE
LT-3.01	3" C, W/SUBMERSIBLE CABLE	HAND HOLE	WET WELL	LEVEL PROBE
MDS-3.00	1" C, W/2#12+#12 GND	EXISTING MIDWAY CONTROL PANELS	SCADA RTU	MIDWAY LIFT STATION SCADA RTU/POWER
MDS-3.00	1" C, W/2#14+#12 GND	EXISTING MIDWAY CONTROL PANELS	SCADA RTU	MIDWAY LIFT STATION SCADA RTU/DISCRETE SIGNALS
PS-3.00	1" C, W/8-#14+#12 GND	CONTROL PANEL	LIFT PUMPS PRESSURE SWITCHES	LIFT PUMP HIGH PRESSURE DISCHARGE PRESSURE SWITCHES
PWR-3.00	2-1/2" C, W/3-#4/0+#4/0NEU+#2 GND	UTILITY SERVICE DROP	MAIN DISCONNECT	UTILITY POWER
PWR-3.01	2-1/2" C, W/3-#4/0+#4/0NEU+#2 GND	MAIN DISCONNECT	MANUAL TRANSFER SWITCH	UTILITY POWER
PWR-3.02	2-1/2" C, W/3-#4/0+#4/0NEU+#2 GND	MANUAL TRANSFER SWITCH	CONTROL PANEL	CONTROL PANEL POWER

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Tbpe Reg. F-14575
Job No. 152-3033

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Abilene, Texas 79601
ID Firm Registration No. 1121
TBPE Firm Registration No. F-3032
TBPLS Firm Registration No. 10018800 & 10018801

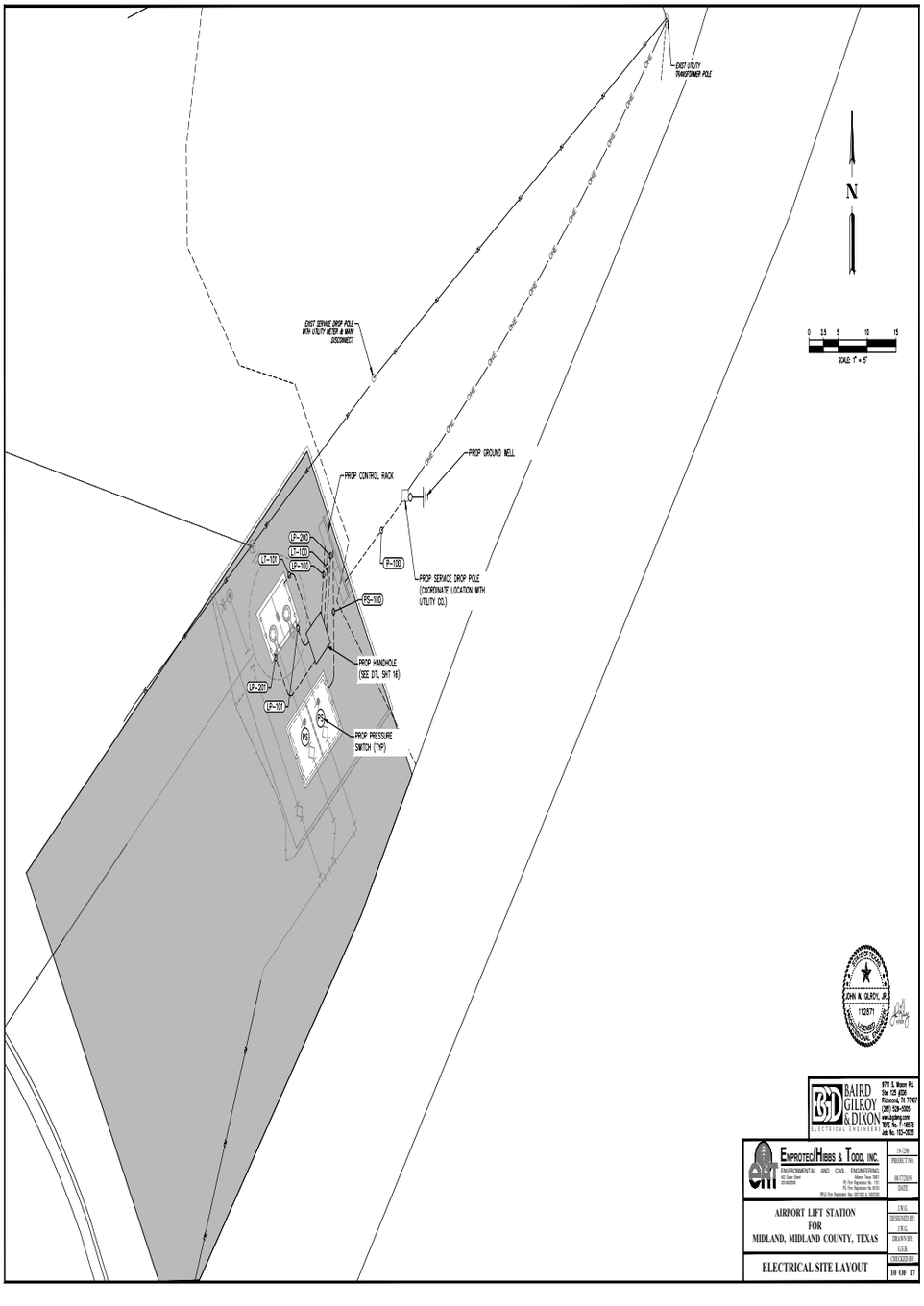
19-2256
PROJECT NO.
08/17/2018
DATE

AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS

ELECTRICAL NOTES, LEGENDS, AND SCHEDULES

ENG.
DESIGNED BY:
ENG.
DRAWN BY:
G.G.B.
CHECKED BY:

9 OF 17


EXIST UTILITY TRANSFORMER POLE
EXIST SERVICE DROP POLE WITH UTILITY METER & MAIN DISCONNECT
PROP GROUND WELL
PROP CONTROL RACK
PROP SERVICE DROP POLE (COORDINATE LOCATION WITH UTILITY CO.)
PROP HANDHOLE (SEE DTL SHT 16)
PROP PRESSURE SWITCH (TYP)
B-200
B-100
B-300
LT-100
B-100
RS-100
B-201
B-101
N
0 2.5 5 10 15
SCALE: 1" = 5'
JOHN A. GILROY, JR.
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Job No. 152-2033
ENPROTEC/HIBBS & TODD, INC.
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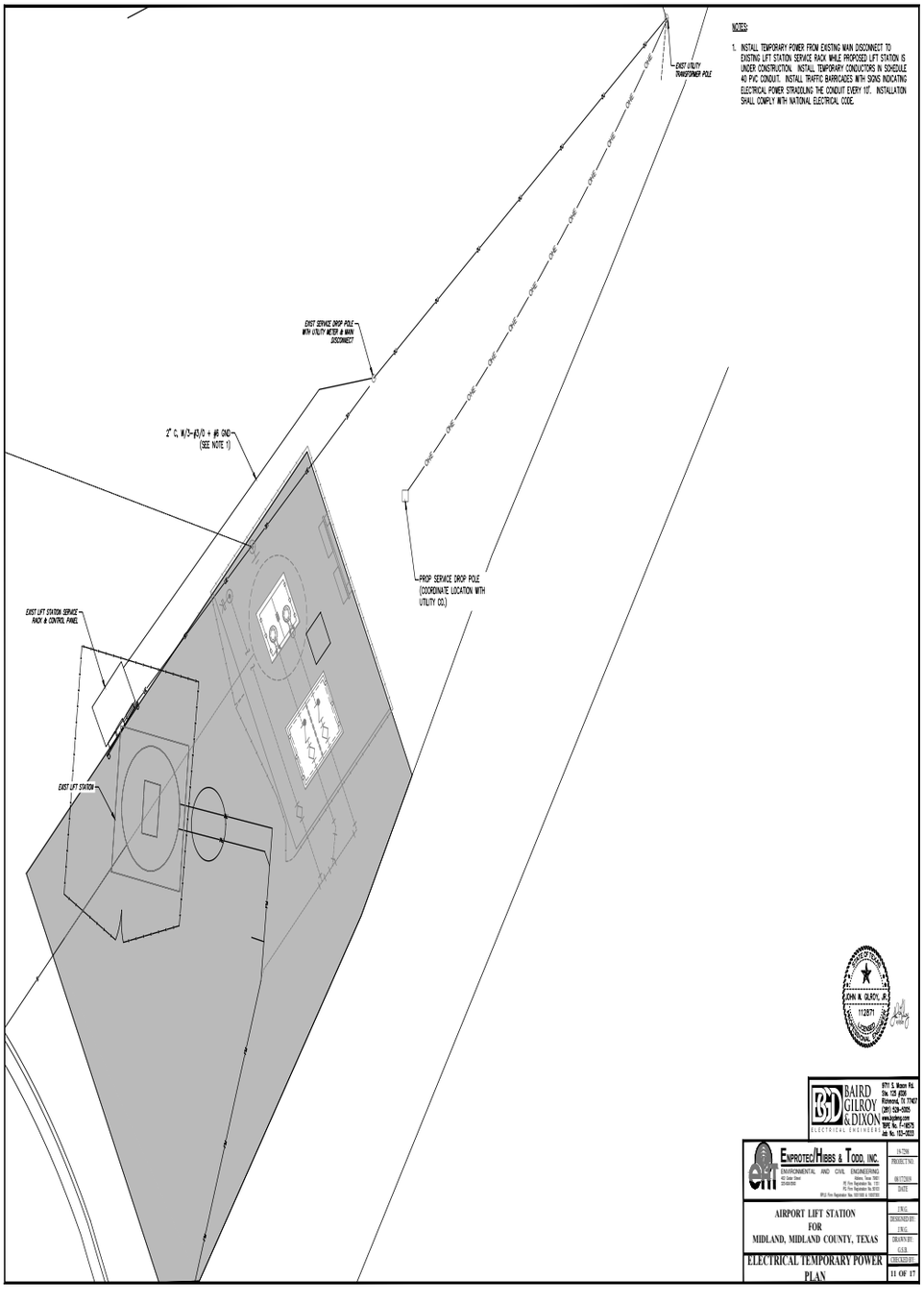
TX Firm Registration No. 1120
NM Firm Registration No 10015
NM Firm Registration No. 10015 & 10015-00
AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS
ELECTRICAL SITE LAYOUT
19-2294
PROJECT NO.
08/27/2019
DATE
ENG.
DESIGNED BY:
ENG.
DRAWN BY:
GGB
CHECKED BY:
10 OF 17



NOTES:

1. INSTALL TEMPORARY POWER FROM EXISTING MAIN DISCONNECT TO EXISTING LIFT STATION SERVICE RACK WHILE PROPOSED LIFT STATION IS UNDER CONSTRUCTION. INSTALL TEMPORARY CONDUCTORS IN SCHEDULE 40 PVC CONDUIT. INSTALL TRAFFIC BARRICADES WITH SIGNS INDICATING ELECTRICAL POWER STRADDLING THE CONDUIT EVERY 10'. INSTALLATION SHALL COMPLY WITH NATIONAL ELECTRICAL CODE.

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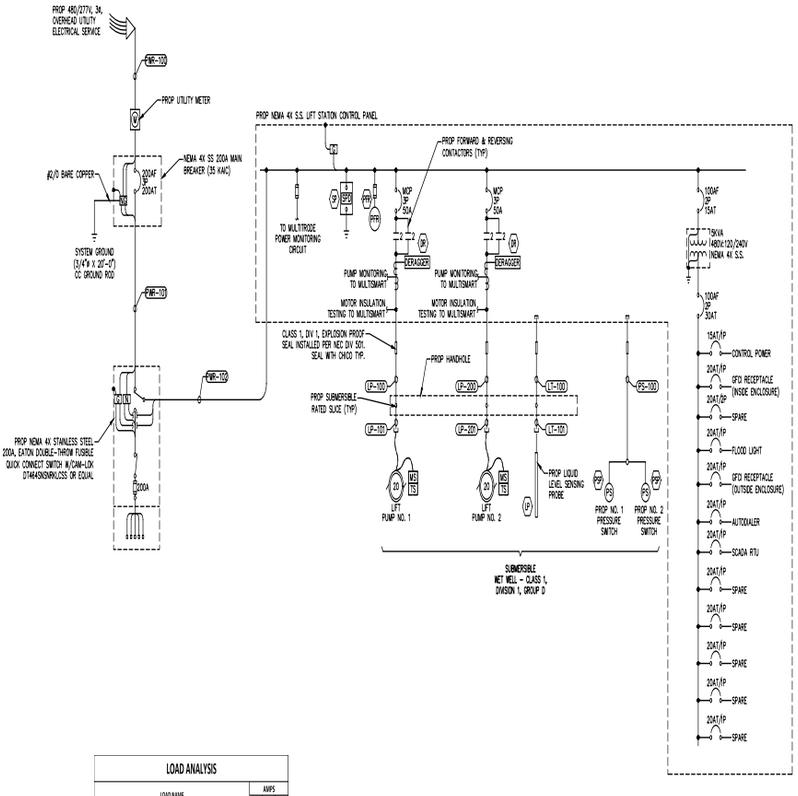
Abilene, Texas 79601
(E) Firm Registration No. 1725
(C) Firm Registration No.10193
(W)Firm Registration No. 50192 & 50193

PROJECT NO.	19-7294
SUBTITLE	
DATE	
DESIGNED BY	ENG.
DRAWN BY	ENG.
CHECKED BY	GKB
SHEET	11 OF 17

AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS

ELECTRICAL TEMPORARY POWER PLAN



LOAD ANALYSIS

LOAD NAME		AMPS		
		ØA	ØB	ØC
PROP LIFT PUMP NO. 1	20 HP	27	27	27
PROP LIFT PUMP NO. 2	20 HP	27	27	27
25% LARGEST MOTOR		7	7	7
PROP LIFT PUMP CONTROL PANEL TRANSFORMER	5 KVA	10	10	-
TOTAL LOAD		71	71	61
RATED AMPACITY @ 480 VOLT, 3Ø, 4-WIRE		200	200	200
SPARE AMPACITY		129	129	139
FAULT CURRENT		< 22 K.A.I.C.		

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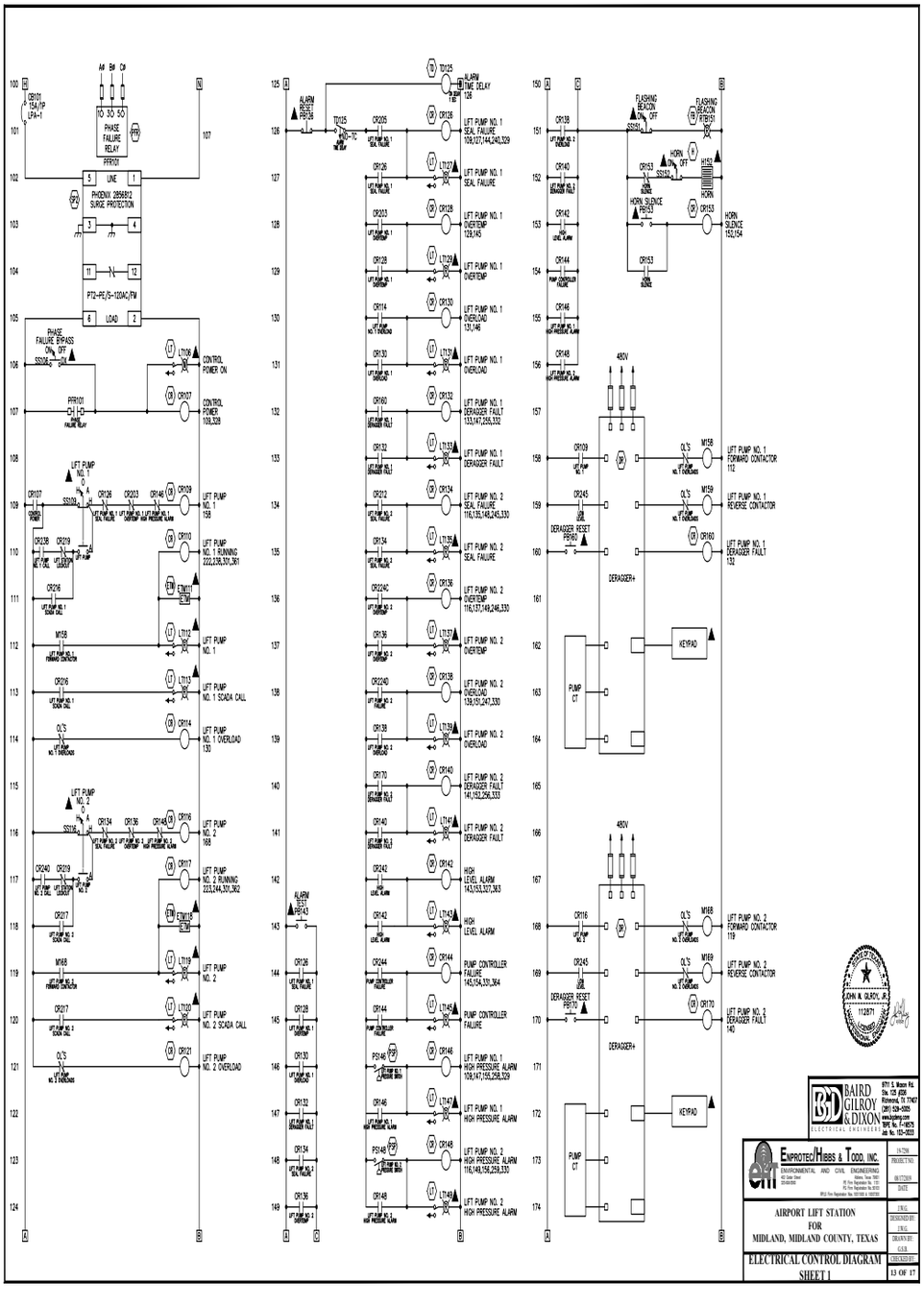
TX Firm Registration No 10032
NM Firm Registration No. NM 1000 & NM 1001

PROJECT NO.	19-7294
DATE	08/17/2020
DESIGNED BY:	ENG.
DRAWN BY:	ENG.
CHECKED BY:	GER
	12 OF 17

AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS

ELECTRICAL ONE-LINE DIAGRAM


PHASE FAILURE RELAY
PFR101
PHOENIX 2864912 SURGE PROTECTION
PT2-PE/S-120AC/FM
LINE
LOAD
PHASE FAILURE BYPASS
CONTROL POWER ON
CONTROL POWER 109,328
LIFT PUMP NO. 1 158
LIFT PUMP NO. 1 RUNNING 223,238,331,361
LIFT PUMP NO. 1
LIFT PUMP NO. 1 SCADA CALL
LIFT PUMP NO. 1 OVERLOAD 120
LIFT PUMP NO. 2 168
LIFT PUMP NO. 2 RUNNING 223,244,331,362
LIFT PUMP NO. 2
LIFT PUMP NO. 2 SCADA CALL
LIFT PUMP NO. 2 OVERLOAD
ALARM TIME DELAY 126
LIFT PUMP NO. 1 SEAL FAILURE 109,127,144,240,329
LIFT PUMP NO. 1 SEAL FAILURE
LIFT PUMP NO. 1 OVERTEMP 129,145
LIFT PUMP NO. 1 OVERTEMP
LIFT PUMP NO. 1 OVERLOAD 131,146
LIFT PUMP NO. 1 OVERLOAD
LIFT PUMP NO. 1 DERAGGER FAULT 133,147,205,332
LIFT PUMP NO. 1 DERAGGER FAULT
LIFT PUMP NO. 2 SEAL FAILURE 116,135,148,245,330
LIFT PUMP NO. 2 SEAL FAILURE
LIFT PUMP NO. 2 OVERTEMP 116,137,149,246,330
LIFT PUMP NO. 2 OVERTEMP
LIFT PUMP NO. 2 OVERLOAD 139,151,247,330
LIFT PUMP NO. 2 OVERLOAD
LIFT PUMP NO. 2 DERAGGER FAULT 141,152,256,333
LIFT PUMP NO. 2 DERAGGER FAULT
HIGH LEVEL ALARM 143,153,337,363
HIGH LEVEL ALARM
PUMP CONTROLLER FAULT 145,154,331,364
PUMP CONTROLLER FAULT
LIFT PUMP NO. 1 HIGH PRESSURE ALARM 109,147,155,258,329
LIFT PUMP NO. 1 HIGH PRESSURE ALARM
LIFT PUMP NO. 2 HIGH PRESSURE ALARM 116,149,156,259,330
LIFT PUMP NO. 2 HIGH PRESSURE ALARM
ALARM RESET PB126
ALARM RESET PB143
FLASHING BEACON PB151
HORN PB153
HORN SILENCE 152,154
480V
DERAGGER RESET PB160
DERAGGER+
KEYPAD
PUMP CT
LIFT PUMP NO. 1 FORWARD CONTACTOR 112
LIFT PUMP NO. 1 REVERSE CONTACTOR
LIFT PUMP NO. 1 DERAGGER FAULT 132
LIFT PUMP NO. 2 FORWARD CONTACTOR 119
LIFT PUMP NO. 2 REVERSE CONTACTOR
LIFT PUMP NO. 2 DERAGGER FAULT 140
DERAGGER RESET PB170
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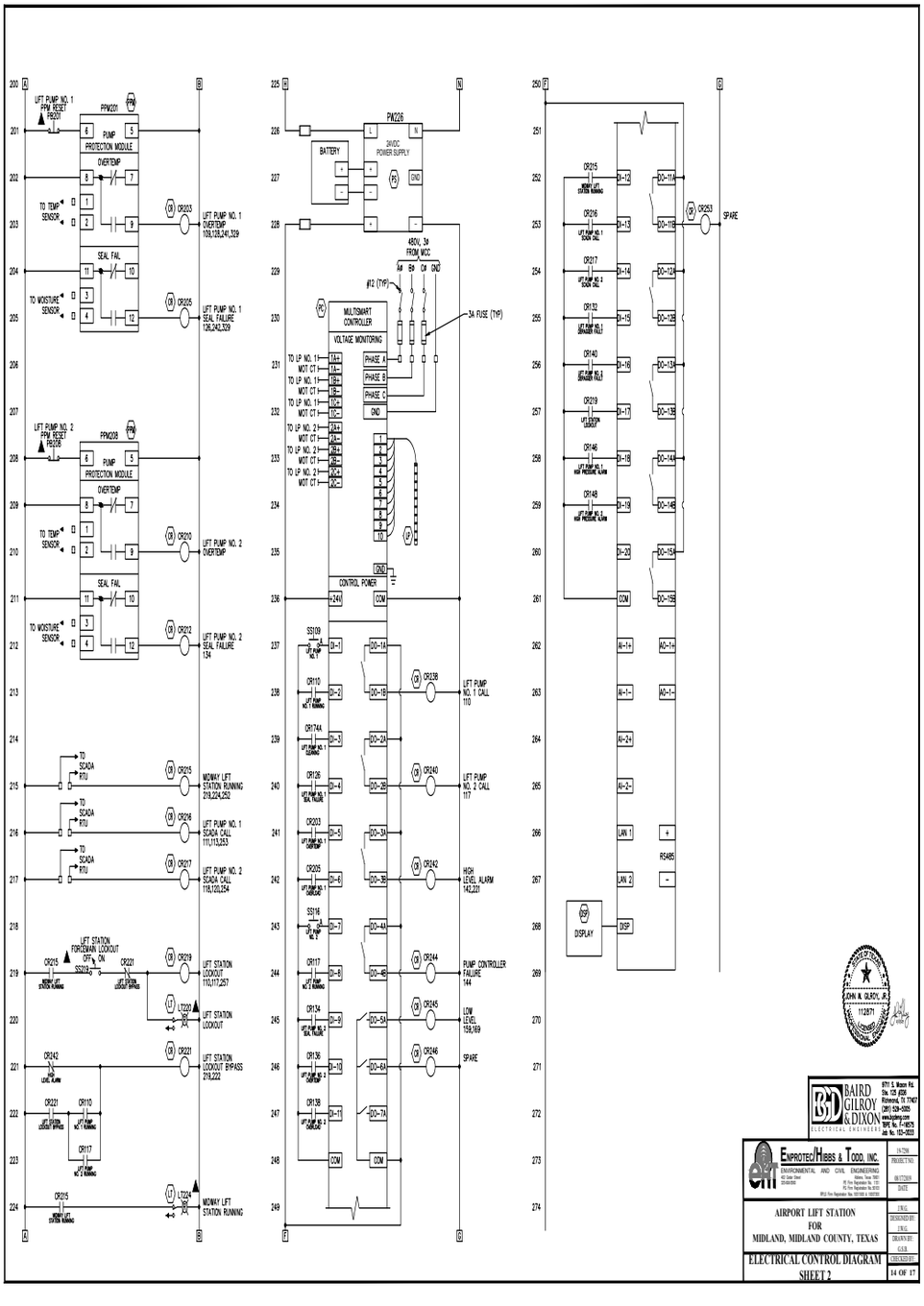
EMPROTECH/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS
ELECTRICAL CONTROL DIAGRAM SHEET 1
13 OF 17


LIFT PUMP NO. 1 PPM RESET
PR201
PPM201
PUMP
PROTECTION MODULE
OVERTEMP
TO TEMP SENSOR
SEAL FAIL
TO MOISTURE SENSOR
CR203
LIFT PUMP NO. 1 OVERTEMP 109,128,241,329
CR205
LIFT PUMP NO. 1 SEAL FAILURE 126,242,329
LIFT PUMP NO. 2 PPM RESET
PR208
PPM208
CR210
LIFT PUMP NO. 2 OVERTEMP
CR212
LIFT PUMP NO. 2 SEAL FAILURE 154
TO SCADA RTU
CR215
MIDWAY LIFT STATION RUNNING 219,224,252
CR216
LIFT PUMP NO. 1 SCADA CALL 111,113,253
CR217
LIFT PUMP NO. 2 SCADA CALL 118,120,254
LIFT STATION FOREMAN LOCKOUT
OFF ON
SS213
CR221
LIFT STATION LOCKOUT BYPASS
CR219
LIFT STATION LOCKOUT 110,117,257
LT220
LIFT STATION LOCKOUT
CR222
LIFT STATION LOCKOUT BYPASS 219,222
CR242
HIGH LEVEL ALARM
CR110
LIFT PUMP NO. 1 RUNNING
CR117
LIFT PUMP NO. 2 RUNNING
LT224
MIDWAY LIFT STATION RUNNING
PW226
DC/DC POWER SUPPLY
BATTERY
PS
GND
480V, 3ø FROM MCC
A4 B4 C4 GND
#12 (TYP)
3A FUSE (TYP)
MULTISMART CONTROLLER
VOLTAGE MONITORING
PHASE A
PHASE B
PHASE C
GND
TO LP NO. 1 MOT CT
TO LP NO. 2 MOT CT
CONTROL POWER
+24V
COM
SS109
LIFT PUMP NO. 1
CR110
LIFT PUMP NO. 1 RUNNING
CR174A
LIFT PUMP NO. 1 CLEARING
CR126
LIFT PUMP NO. 1 SEAL FAILURE
CR203
LIFT PUMP NO. 1 OVERTEMP
CR205
LIFT PUMP NO. 1 OVERLOAD
SS116
LIFT PUMP NO. 2
CR117
LIFT PUMP NO. 2 RUNNING
CR134
LIFT PUMP NO. 2 SEAL FAILURE
CR136
LIFT PUMP NO. 2 OVERTEMP
CR138
LIFT PUMP NO. 2 OVERLOAD
CR238
LIFT PUMP NO. 1 CALL 110
CR240
LIFT PUMP NO. 2 CALL 117
CR242
HIGH LEVEL ALARM 142,231
CR244
PUMP CONTROLLER FAILURE 144
CR245
LOW LEVEL 159,169
CR246
SPARE
CR215
MIDWAY LIFT STATION RUNNING
CR216
LIFT PUMP NO. 1 SCADA CALL
CR217
LIFT PUMP NO. 2 SCADA CALL
CR132
LIFT PUMP NO. 1 DRIVER FAULT
CR140
LIFT PUMP NO. 2 DRIVER FAULT
CR219
LIFT STATION LOCKOUT
CR146
LIFT PUMP NO. 1 HIGH PRESSURE ALARM
CR148
LIFT PUMP NO. 2 HIGH PRESSURE ALARM
CR253
SPARE
LAN 1
LAN 2
RS485
DISPLAY
DISP
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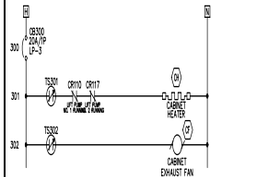
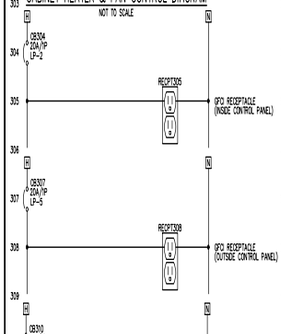
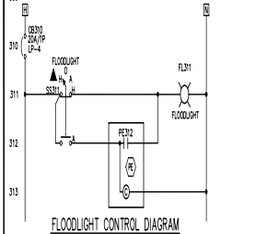
ENVIRONMENTAL AND CIVIL ENGINEERING
AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS
ELECTRICAL CONTROL DIAGRAM
SHEET 2
14 OF 17



CABINET HEATER & FAN CONTROL DIAGRAM

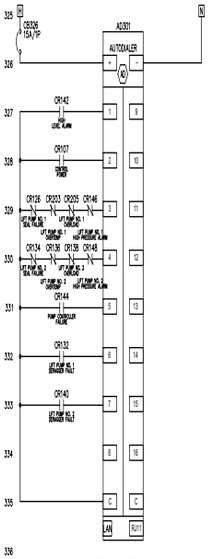
NOT TO SCALE





FLOODLIGHT CONTROL DIAGRAM

NOT TO SCALE



AUTODIALER CONTROL DIAGRAM

NOT TO SCALE

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Job No. 152-2033

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402 Cedar Street
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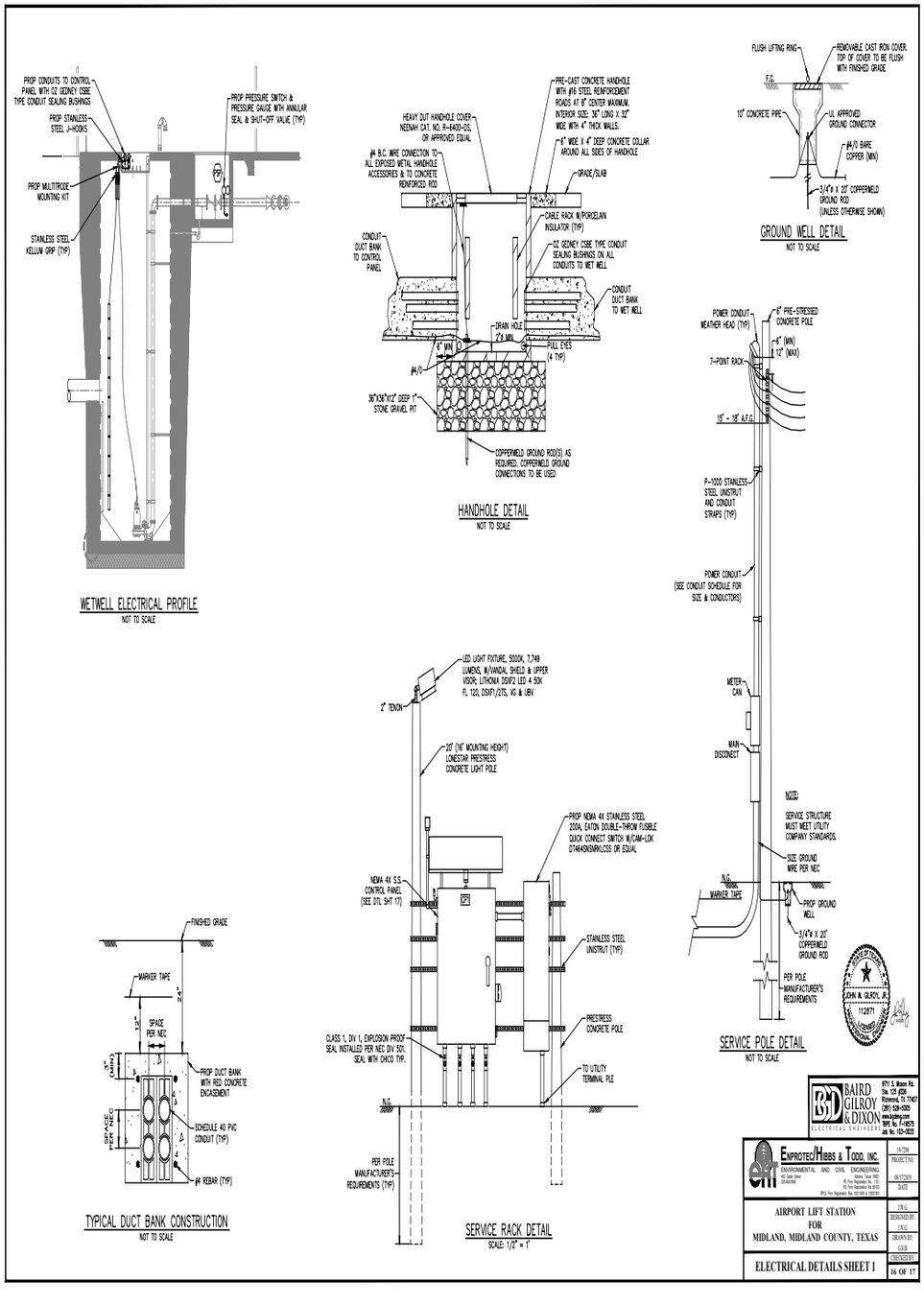
TE Firm Registration No. 1121
TX Firm Registration No 10032
NM Firm Registration No. NM-000 & NM-0001

AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	19-7294 PROJECT NO.
	08/27/2019 DATE
	ENG. DESIGNED BY:
	ENG. DRAWN BY:
	GER CHECKED BY:
ELECTRICAL CONTROL DIAGRAM SHEET 3	15 OF 17


PROP CONDUITS TO CONTROL PANEL WITH CZ GEDNEY CSBE TYPE CONDUIT SEALING BUSHINGS
PROP STAINLESS STEEL J-HOOKS
PROP PRESSURE SWITCH & PRESSURE GAUGE WITH ANNULAR SEAL & SHUT-OFF VALVE (TYP)
PROP MULITFOOT MOUNTING KIT
STAINLESS STEEL KELLUM GRIP (TYP)
WETWELL ELECTRICAL PROFILE
NOT TO SCALE
HEAVY DUT HANDHOLE COVER-NEENAH CAT. NO. R-6400-DS, OR APPROVED EQUAL
#4 B.C. WIRE CONNECTION TO ALL EXPOSED METAL HANDHOLE ACCESSORIES & TO CONCRETE REINFORCED ROD
PRE-CAST CONCRETE HANDHOLE WITH #16 STEEL REINFORCEMENT ROADS AT 8" CENTER MAXIMUM. INTERIOR SIZE: 36" LONG X 32" WIDE WITH 4" THICK WALLS.
6" WIDE X 4" DEEP CONCRETE COLLAR AROUND ALL SIDES OF HANDHOLE
GRADE/SLAB
CABLE RACK W/PORCELAIN INSULATOR (TYP)
CZ GEDNEY CSBE TYPE CONDUIT SEALING BUSHINGS ON ALL CONDUITS TO WET WELL
CONDUIT DUCT BANK TO CONTROL PANEL
CONDUIT DUCT BANK TO WET WELL
DRAIN HOLE 2"x MIN.
4" MIN
PULL EYES (4 TYP)
#4/0
36"X36"X12" DEEP 1" STONE GRAVEL PIT
COPPERWELD GROUND ROD(S) AS REQUIRED. COPPERWELD GROUND CONNECTIONS TO BE USED
HANDHOLE DETAIL
NOT TO SCALE
FLUSH LIFTING RING
REMOVABLE CAST IRON COVER. TOP OF COVER TO BE FLUSH WITH FINISHED GRADE
F.G.
10" CONCRETE PIPE
UL APPROVED GROUND CONNECTOR
#4/0 BARE COPPER (MIN)
3/4"ø X 20' COPPERWELD GROUND ROD (UNLESS OTHERWISE SHOWN)
GROUND WELL DETAIL
NOT TO SCALE
POWER CONDUIT WEATHER HEAD (TYP)
6" PRE-STRESSED CONCRETE POLE
6" (MIN) 12" (MAX)
7-POINT RACK
15' - 18' A.F.G.
P-1000 STAINLESS STEEL UNISTRUT AND CONDUIT STRAPS (TYP)
POWER CONDUIT (SEE CONDUIT SCHEDULE FOR SIZE & CONDUCTORS)
METER CAN
MAIN DISCONNECT
NOTE:
SERVICE STRUCTURE MUST MEET UTILITY COMPANY STANDARDS.
SIZE GROUND WIRE PER NEC
N.G.
MARKER TAPE
PROP GROUND WELL
3/4"ø X 20' COPPERWELD GROUND ROD
PER POLE MANUFACTURER'S REQUIREMENTS
JOHN M. GILROY, JR.
112871
SERVICE POLE DETAIL
NOT TO SCALE
LED LIGHT FIXTURE, 5000K, 7,749 LUMENS, W/VANDAL SHIELD & UPPER VISOR; LITHONIA DSXF2 LED 4 50K FL T2S, DSXF/ZTS, VG & UBV
2" TENON
20' (16' MOUNTING HEIGHT) LONESTAR PRESTRESS CONCRETE LIGHT POLE
PROP NEMA 4X STAINLESS STEEL 200A, EATON DOUBLE-THROW FUSIBLE QUICK CONNECT SWITCH W/CAM-LOK DT4443NSNRVLCSS OR EQUAL
NEMA 4X S.S. CONTROL PANEL (SEE DTL SHT 17)
STAINLESS STEEL UNISTRUT (TYP)
PRESTRESS CONCRETE POLE
CLASS 1, DIV 1, EXPLOSION PROOF SEAL INSTALLED PER NEC DIV 501. SEAL WITH CHICO TYP.
TO UTILITY TERMINAL PLE
N.G.
PER POLE MANUFACTURER'S REQUIREMENTS (TYP)
SERVICE RACK DETAIL
SCALE: 1/2" = 1'
FINISHED GRADE
MARKER TAPE
24"
12"
SPACE PER NEC
3"ø (MIN)
PROP DUCT BANK WITH RED CONCRETE ENCASEMENT
SCHEDULE 40 PVC CONDUIT (TYP)
#4 REBAR (TYP)
TYPICAL DUCT BANK CONSTRUCTION
NOT TO SCALE
BAIRD GILROY & DIXON
ELECTRICAL ENGINEERS
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Job No. 152-0033
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402 Cedar Street
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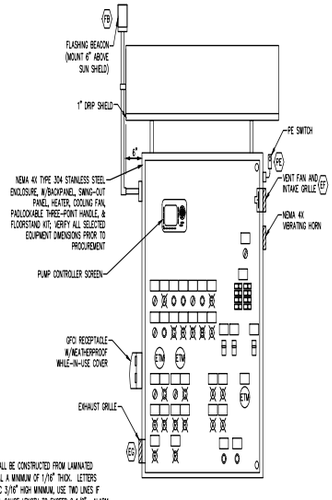
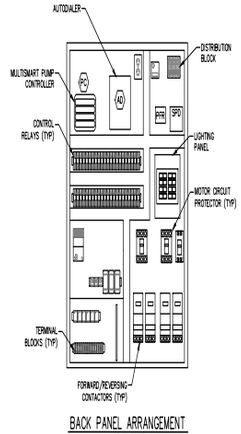
TE Firm Registration No. 1121
TX Firm Registration No. 10032
NM Firm Registration No. 10A1000 & 10A1001
AIRPORT LIFT STATION
FOR
MIDLAND, MIDLAND COUNTY, TEXAS
ELECTRICAL DETAILS SHEET 1
19-2294
PROJECT NO.
08/27/2019
DATE
ENG.
DESIGNED BY:
ENG.
DRAWN BY:
GGB
CHECKED BY:
16 OF 17



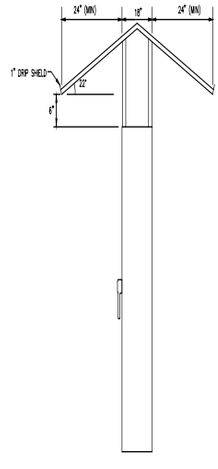
NOTE:

NAMEPLATES SHALL BE CONSTRUCTED FROM LAMINATED PLASTIC MATERIAL A MINIMUM OF 1/16" THICK. LETTERS SHALL BE GOTHIC 3/16" HIGH MINIMUM. USE TWO LINES IF DESCRIPTION WILL CAUSE LENGTH TO EXCEED 2 1/2". ALARM NAMEPLATES SHALL BE WHITE LETTERS ON BLACK BACKGROUND. ATTACH NAMEPLATES TO PANEL USING SELF-TAPPING STAINLESS STEEL SCREWS. SUBMIT DETAILS WITH SHOP DRAWINGS.

SWING-OUT PANEL ARRANGEMENT
NOT TO SCALE

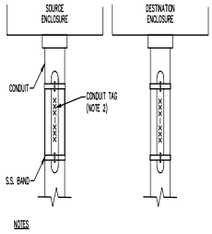


BACK PANEL ARRANGEMENT
NOT TO SCALE



SIDE PANEL ARRANGEMENT
NOT TO SCALE

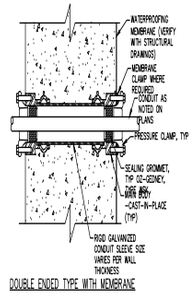
CONTROL PANEL DETAIL
(SHOWN WITH OUTER DOOR REMOVED)
NOT TO SCALE



NOTES:

1. ALL POWER, INSTRUMENTATION, AND CONTROL CONDUITS SHALL HAVE STAINLESS STEEL IDENTIFICATION TAGS. ALL EXPOSED CONDUITS INSTALLED SHALL HAVE TAGS ATTACH AT THE SOURCE AND DESIGNATION.
2. CONDUIT TAGS SHALL BE S.S. WITH THE TAG NUMBER ENGRAVED OR EMBOSSED PERMANENTLY INTO THE TAG. TAGS SHALL BE SECURED WITH S.S STRAPS AS SHOWN.
3. PROVIDE PANDUIT MMP OR APPROVED EQUAL.

CONDUIT TAG DETAIL
NOT TO SCALE



DOUBLE ENDED TYPE WITH MEMBRANE

CONDUIT SEAL DETAIL
NOT TO SCALE

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LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

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Job No. 152-3033

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TE Firm Registration No. 1121
TX Firm Registration No. 10032
NM Firm Registration No. 10 NM 0.1 0001200

AIRPORT LIFT STATION FOR MIDLAND, MIDLAND COUNTY, TEXAS	19-7294 PROJECT NO.
	08/17/2019 DATE
	ENG. DESIGNED BY:
	ENG. DRAWN BY:
	GGB CHECKED BY:
ELECTRICAL DETAILS SHEET 2	17 OF 17

City Council Meeting

Item Number: 9

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING A CONTRACT WITH DECOR IQ, LLC, THROUGH BUYBOARD, FOR THE PERMANENT EXPANDABLE TREE LIGHTING PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF $129,065.41; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution awarding a contract to Decor IQ, LLC through Buyboard contract 735-24 for the Permanent Expandable Tree Lighting for the Midland International Air and Space Port area for a cost of $129,065.41.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Airport unappropriated fund balance and will be appropriated to a project for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding a contract to Decor IQ, LLC through Buyboard contract 735-24 for the Permanent Expandable Tree Lighting for the Midland International Air and Space Port area for a cost of $129,065.41. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Decor IQ, LLC for installing permanent expandable tree lighting at Midland International Air & Space Port, enhancing visibility and aesthetics as part of the city's commitment to a modern, welcoming transportation hub. Please see the attached memo from Justine Ruff, Director of Airports, for more information.

Therefore, please consider a resolution awarding a contract to Decor IQ, LLC through Buyboard contract 735-24 for the Permanent Expandable Tree Lighting for the Midland International Air and Space Port area for a cost of $129,065.41.

Morris Williams Jr.

City Manager's Office

City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: **August 15, 2025**

TO: Regina Stephenson

FROM: Justine Ruff, Director of Airports

SUBJECT: Support memo for resolution awarding a contract to Décor IQ, LLC through Buyboard contract 735-24 for the Permanent Expandable Tree Lighting for the Midland International Air & Spaceport area for a cost of $129,065.41.

Purpose:

Support
Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Airport Cost	$	129,065.41

Appropriation Language:
Funds will be appropriated from Airport Unappropriated Fund Balance and will be appropriated for this purpose.

Discussion:
This memo is in support of the resolution to award a contract to Decor IQ, LLC through BuyBoard contract 735-24 for the installation of permanent expandable tree lighting at Midland International Air & Space Port. This project will provide enhanced lighting that improves visibility, and the overall appearance of the airport. This investment supports Midland's ongoing efforts to maintain a modern, welcoming transportation hub that reflects our city's growth and commitment to excellence.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH DECOR IQ, LLC, THROUGH BUYBOARD, FOR THE PERMANENT EXPANDABLE TREE LIGHTING PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF $129,065.41; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Decor IQ, LLC, has submitted a proposed cost to the City of $129,065.41 for the Permanent Expandable Tree Lighting Project (the "Project") at the Midland International Air & Space Port through Buyboard; and

WHEREAS, the Council finds the price proposed by Decor IQ, LLC, through Buyboard for the Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Decor IQ, LLC, for the Project;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute, on behalf of the City of Midland, a contract for the Permanent Expandable Tree Lighting Project at the Midland International Air & Space Port, through Buyboard. Said contract 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 sum of $129,065.41 is available in the Airport Unappropriated Fund Balance and shall be appropriated in a manner that is consistent with the purpose set forth herein.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Decor IQ, LLC, in accordance with the provisions of the above-referenced contract from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager or his designee.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
Nicholas Toulet, Interim City Attorney

S:\Resolutions\Purchase\2025\Contracts\Buyboard – Decor IQ_Airport Tree Lighting

Exhibit A

CITY OF MIDLAND
SERVICE CONTRACT
#25007000

THIS CONTRACT, effective this 27th day of August 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Decor IQ, LLC, hereinafter referred to as the "COMPANY".

Projected Cost: _$129,065.41_

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Quote, which is incorporated as part of this Contract as Exhibit "A". In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit "A"; all of which is made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Quote, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT

OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND

EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of three (3) years commencing on November 1, 2024, and terminating on January 31, 2027 unless sooner terminated as provided in this agreement.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or

more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

9. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

10. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

11. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Decor IQ, LLC
	1310 W Laurel
	San Antonio, Texas 78201

The above addresses may be changed at any time by providing written notice to the other party.

12. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

13. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

14. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

15. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

16. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

17. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **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 Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and 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; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision to the contrary, COMPANY's failure to comply with the requirements of this Section 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 if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

20. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

23. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

24. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If

COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

25. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

26. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days' written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective. Except for any termination due to COMPANY's default or noncompliance with the terms of this Contract, CITY's termination of this Contract pursuant to this Section shall result in the imposition of a cancellation fee (the "Cancellation Fee"), which CITY shall pay to COMPANY within thirty (30) days following the termination of this Contract. The Cancellation Fee shall be equal to twenty-five percent (25%) of the remaining unpaid amount due and payable to COMPANY under this Contract as of the date that this Contract is terminated.

28. **INSURANCE**

COMPANY shall at all times during the term of this Contract 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
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto 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 work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract 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 CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

29. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that 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 Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract 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 Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§
§
COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Decor IQ, LLC, 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 _____, 2025.

_____
Notary Public, State of _____

Exhibit A

DECOR IQ™
Holiday & Event Services

City of Midland, Texas - Airport Perm Expandable Tree Lighting

City of Midland, Texas
300 North Loraine Street
Midland, TX 79701
United States

Taylor Novak
Chief Of Staff
tnovak@midlandtexas.gov
+14326857906

Reference: 20250808-163828298
Quote created: August 8, 2025
Quote expires: September 5, 2025

Quote created by: John
CEO
jalban@decoriq.net
+12147284532

Comments from John

City of Midland Responsible for Installing Power Where Needed

BuyBoard # 735-24

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
12 Perm. Wrapped Trees With LED Expandable Warm White Lights Short Term Parking Walkway Product Purchase With Labor Approx. 2.92 Amps Per Tree			1	$22,722.78	$22,722.78

Item & Description	Image	SKU	Quantity	Unit Price	Total
6 Perm. Wrapped Trees With LED Expandable Warm White Lights Outside of Terminal Entrance Product Purchase With Labor Approx. 6.3 Amps Per Tree			1	$24,540.61	$24,540.61
20 Perm. Wrapped Trees With LED Expandable Warm White Lights On Right Side of Road Prior to Terminal Product Purchase With Labor Approx. 5-6 Amps Per Tree			1	$81,802.02	$81,802.02
	One-time subtotal				$129,065.41
			Total		**$129,065.41**

Terms & Agreement

100% Due At Signing

***A Note About Tariffs**

In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature

Signature

Date

Printed name

Questions? Contact me

John Alban
CEO
jalban@decoriq.net
+12147284532

Decor IQ
1310 W. Laurel St
San Antonio, TX 78201
United States

CITY OF MIDLAND
SERVICE CONTRACT
#25007000

THIS CONTRACT, effective this 27th day of August 2025, by and between the City of Midland, hereinafter referred to as the "CITY" and Decor IQ, LLC, hereinafter referred to as the "COMPANY".

Projected Cost: _$129,065.41_

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Quote, which is incorporated as part of this Contract as Exhibit "A". In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in Exhibit "A"; all of which is made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Quote, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

5. <u>INDEMNITY:</u> COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT

OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND

EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of three (3) years commencing on November 1, 2024, and terminating on January 31, 2027 unless sooner terminated as provided in this agreement.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or

more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

9. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

10. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

11. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:	City of Midland, Texas
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Decor IQ, LLC
	1310 W Laurel
	San Antonio, Texas 78201

The above addresses may be changed at any time by providing written notice to the other party.

12. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

13. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

14. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

15. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

16. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

17. RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, 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'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. 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 OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **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 Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and 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; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision to the contrary, COMPANY's failure to comply with the requirements of this Section 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 if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

20. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

23. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

24. **CLEAN UP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If

COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

25. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

26. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days' written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective. Except for any termination due to COMPANY's default or noncompliance with the terms of this Contract, CITY's termination of this Contract pursuant to this Section shall result in the imposition of a cancellation fee (the "Cancellation Fee"), which CITY shall pay to COMPANY within thirty (30) days following the termination of this Contract. The Cancellation Fee shall be equal to twenty-five percent (25%) of the remaining unpaid amount due and payable to COMPANY under this Contract as of the date that this Contract is terminated.

28. **INSURANCE**

COMPANY shall at all times during the term of this Contract 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
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto 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 work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract 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 CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

29. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that 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 Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract 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 Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
Nicholas Toulet, Interim City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§
§
COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2025 personally appeared, _____, an officer of Decor IQ, LLC, 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 _____, 2025.

_____
Notary Public, State of _____

Exhibit A

DECOR IQ™
Holiday & Event Services

City of Midland, Texas - Airport Perm Expandable Tree Lighting

City of Midland, Texas
300 North Loraine Street
Midland, TX 79701
United States

Taylor Novak
Chief Of Staff
tnovak@midlandtexas.gov
+14326857906

Reference: 20250808-163828298
Quote created: August 8, 2025
Quote expires: September 5, 2025

Quote created by: John
CEO
jalban@decoriq.net
+12147284532

Comments from John

City of Midland Responsible for Installing Power Where Needed

BuyBoard # 735-24

Thank you so much for the opportunity!

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
12 Perm. Wrapped Trees With LED Expandable Warm White Lights Short Term Parking Walkway Product Purchase With Labor Approx. 2.92 Amps Per Tree			1	$22,722.78	$22,722.78

Item & Description	Image	SKU	Quantity	Unit Price	Total
6 Perm. Wrapped Trees With LED Expandable Warm White Lights Outside of Terminal Entrance Product Purchase With Labor Approx. 6.3 Amps Per Tree			1	$24,540.61	$24,540.61
20 Perm. Wrapped Trees With LED Expandable Warm White Lights On Right Side of Road Prior to Terminal Product Purchase With Labor Approx. 5-6 Amps Per Tree			1	$81,802.02	$81,802.02
	One-time subtotal				$129,065.41
			Total		**$129,065.41**

Terms & Agreement

100% Due At Signing

***A Note About Tariffs**

In light of the recent tariffs imposed by the U.S. government, all sales quotes provided are subject to adjustments based on applicable tariffs and trade regulations. If any portion of the quoted price is affected by changes in tariffs or import/export duties incurred between the date of this quote and the date of delivery, we reserve the right to modify the pricing accordingly.

Customers will be promptly notified of any necessary adjustments, and any increase in costs due to tariffs may be reflected in the final invoice. The tariffs situation is evolving & we are monitoring it closely. As always, we remain committed to providing competitive pricing while maintaining the highest quality standards.

Signature

Signature

Date

Printed name

Questions? Contact me

John Alban
CEO
jalban@decoriq.net
+12147284532

Decor IQ
1310 W. Laurel St
San Antonio, TX 78201
United States

City Council Meeting

Item Number: **10**

Meeting Date: **August 26, 2025**

To: **City Council / City Manager**

From: **Justine Ruff, Director**

Subject: MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2025 AIRSHO AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS)**

Purpose:

Motion authorizing the execution of an agreement with Commemorative Air Force, Inc. (CAF) to provide for the 2025 Airsho' at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The Commemorative Air Force (CAF) High Sky Wing will use portions of the Airport for staging and conducting the airshow and its ancillary activities. The Airsho' will commence Friday, September 5, 2025, and will conclude at approximately 5:30 pm Sunday, September 7, 2025. The Federal Aviation Administration (FAA) has approved all necessary waivers and the Transportation Security Administration (TSA) has approved all security measures.

This agreement allows the CAF to host an airshow on Midland International Air & Space Port property, sets required insurance levels, as well as requiring emergency response personnel.

City Manager's Office

City Council Meeting

Item Number: **11**

Meeting Date: **August 26, 2025**

To: **City Council / City Manager**

From: **Justine Ruff, Director of Airports**

Subject: **MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT NO. 76 IN THE AMOUNT OF $8,000,000 FOR THE CONSTRUCTION PHASE OF THE TERMINAL MODERNIZATION AND PASSENGER SCREENING AREA RELOCATION/EXPANSION PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

Motion authorizing the City Manager and the Interim City Attorney to execute a grant agreement with the Federal Aviation Administration providing for the City of Midland's receipt of Grant 76 in the amount of $8,000,000 for the construction phase of the Terminal Modernization and Passenger Screening Area Relocation/Expansion Project at the Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds	$8,000,000

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The Federal Aviation Administration (FAA) has indicated that the Infrastructure Investment and Jobs Act (IIJA), FY25 Airport Terminal Program funds are expected to be issued within the next 30 days. The FAA has requested that the grant agreement be executed promptly upon receipt. These funds will support the construction phase of the Terminal Modernization and Passenger Screening Area Relocation and Expansion Project at Midland International Air & Space Port.

City Manager's Office

City Council Meeting

Item Number: **12**

Meeting Date: **August 26, 2025**

To: **City Council / City Manager**

From: **Justine Ruff, Director of Airports**

Subject: **MOTION AUTHORIZING THE CITY MANAGER AND THE INTERIM CITY ATTORNEY TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION PROVIDING FOR THE CITY OF MIDLAND'S RECEIPT OF GRANT NO. 77 IN THE AMOUNT OF $10,264,531 FOR THE CONSTRUCTION PHASE OF THE TERMINAL MODERNIZATION AND PASSENGER SCREENING AREA RELOCATION/EXPANSION PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

Motion authorizing the City Manager and the Interim City Attorney to execute a grant agreement with the Federal Aviation Administration providing for the City of Midland's receipt of Grant 77 in the amount of $10,264,531 for the construction phase of the Terminal Modernization and Passenger Screening Area Relocation/Expansion Project at the Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

Estimated Grant Proceeds	$10,264,531

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The Federal Aviation Administration (FAA) has indicated that the Fiscal Year 2025 Infrastructure Investment and Jobs Act (IIJA) grant is expected to be issued within the next 30 days. The FAA has requested that the grant agreement be executed promptly upon receipt. These funds will support the construction phase of the Terminal Modernization and Passenger Screening Area Relocation and Expansion Project at Midland International Air & Space Port.

City Manager's Office

City Council Meeting

Item Number: 13

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: **MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF RESILIENT INDUSTRIAL PARK, BEING A PLAT OF A 38.19-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 49 AND NORTH COUNTY ROAD 1287) (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Recommended Planning and Zoning Commission Action:

___X___ **Approve** _____ **Deny** _____ **Directional/Informational**

Details of Request:

Magrym Consulting, on behalf of Resilient Developers, LLC, is requesting to plat a 38.19-acre tract of land located at 5708 North FM 1788 into 7 lots in order to obtain addresses and septic permits.

Current Zoning:

ETJ, Extraterritorial Jurisdiction

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved with Conditions)

IMPACT: There are no impact fees associated with this plat. Plat outside designated service areas. [For Applicant's Information Only.]

ROW: See Transportation's comments. It appears what is labeled as W County Road 49 & N County Road 1287 is privately owned. If so, note that those R.O.W.s are privately owned. [For Applicant's Information Only.]

PAVING: FM 1788 is TxDOT facility, built and maintained by TxDOT, no improvements required excluding driveways and curb cuts. No pavement improvements are required on W CR 49 and N CR 1287 if privately owned. [For Applicant's Information Only.]

WATER: The deferral letter was returned with comments on July 30, 2025. Please revise the deferral accordingly.[For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test.

PRO RATA: None. [For Applicant's Information Only.]

SEWER: The deferral letter was returned with comments on July 30, 2025. Please revise the deferral accordingly.[For Applicant's Information Only.]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments or objections.

OIL AND GAS: (Approved with Conditions)

Not in the City limits- no oil and gas jurisdiction. This area has non-permitted wells that has been identified with a 135' radius. Add Developers Note: No occupied residence or commercial buildings are allowed within the 135' well radius. Please provide evidence of communication between the developer and the Operator concerning proximity to wells, flowline/pipeline locations and set-backs for each. If the property contains ingress and egress relating to Oil & Gas property please include in the evidence of communication.

GIS: (Approved)

Add direction to FM 1788. Provide calls for easements being dedicated.

ADDRESSING: (Approved)

County Plat - To be addressed by MECD once recorded.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 7 proposed lots of Resilient Industrial Park, PLAT OF A 38 ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY lots 1 & 2 are 5.8 acre, lot 3 is 4.7 acre, lot 4 is 6 acre, lots 5 & 6 are 2.7 acre, lot 7 is 8.9 acre, property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur, to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved with Conditions)

This plat is greater than 25 acres; therefore, approval from Council is required during the preliminary phase. [Midland City Code 11-2-3(D)11(a)6]

Add the following note: "Approval of a site plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained." [Midland City Code 11-2-5(B)8(b)]

Have your legal description match the one I provided [Informational]

The owner's certificate mentions that this is an addition to the City of Midland. This property is not within city limits. Please remove this information. [Informational]

Staff recommends approval of the Preliminary Plat of Resilient Industrial Park, subject to the following conditions.

Conditions:

A. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**

B. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Final Plat
Application
Location Map
Aerial Photo
PowerPoint Presentation

.

Morris Williams Jr.

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-250870

Case Number:

Proposed Subdivision Plat Name: Resilient Industrial Park

Legal Description (attached sealed Metes and Bounds):
BEING A 38.19 ACRE TRACT OF LAND IN SECTION 18 BLOCK 40, T 1 S, T & P, RR CO. SURVEY, MIDLAND COUNTY, TEXAS.

Property Owner Printed Name: Resilient Developers		Phone (432) 284-9169 Email eddic@resilientoilfield.com	
Address 5819 W CR 123A	City Midland	State TX	Zip 79710

Developer *(if different than Owner)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Representative *(if acting as Agent, see affidavit on page 2)* Firm: MAGRYM Consulting Printed Name: Ed Aleman		Phone (432) 254-0327 Email Ed.aleman@magrym.com	
Address 800 N. Marienfeld Suite 100	City Midland	State TX	Zip 79701

Current Zoning: NA

Reason for Platting: Split land, addresses, and septicpermits

Plat Information	Total Acreage:	38.19

Type: ☐ Single-Family Residential ☐ Multi-Family Residential
■ Commercial ■ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 7 | Number of Multi-family Dwelling Units:

Submittal and Fees
Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement
Do you expect to request a development agreement with the City? ☐ Yes ☐ No
If yes, contact the City Engineer at (432) 685-7286

Provisions
A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved,*** or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature *(by property owner only – authorized agent must sign affidavit below)*

Property Owner (signature): Eddie Villa | Date: 7-23-25

Property Owner (printed) : Eddie Villa

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Eddie Villa the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo J Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23th day of July, 2025 to certify which witness my hand and seal of office.

GENESIS MELODY GUEVARA
Notary ID #135161214
My Commission Expires
November 7, 2028

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☑ 1 Copy of Dimensioned Plat ☑ Plat in Digital Format (PDF/JPEG)
☐ Application Fee ☑ 1 Copy of Plat (11x17)
Check # 1553

RECEIVED
JUL 23 2025

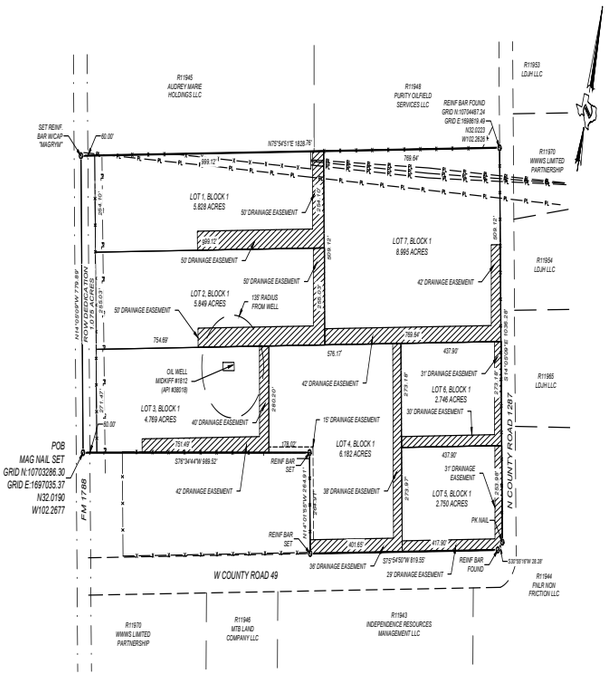
Received By: B | Date: | Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT

RESILIENT INDUSTRIAL PARK

BEING A 38.19 ACRE TRACT OF LAND
IN SECTION 18 BLOCK 40, T-1-S, T & P, RR CO. SURVEY,
MIDLAND COUNTY, TEXAS.



STATE OF TEXAS §
COUNTY OF MIDLAND §

OWNER'S CERTIFICATE:

WHEREAS, RESILIENT DEVELOPERS LLC THE RECORD OWNER(S) OF A 38.19 TRACT OF LAND IN SECTION 18 BLOCK 40, T-1-S, T & P, RR CO. SURVEY, COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

FIELD NOTE DESCRIPTION OF A 38.19 ACRE TRACT OF LAND, OUT OF THE SOUTHWESTA OF SECTION 18 BLOCK 40, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 38.19 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN (10703286.30, E-1697035.37) IN THE CENTERLINE OF FARM TO MARKET ROAD 1788 FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT, FROM WHICH THE SW CORNER OF SAID SECTION 18 BEARS SOUTH 14°00'00" EAST 900.34 FEET;

THENCE NORTH 14°00'00" WEST, ALONG SAID CENTERLINE, 178.89 FEET TO A POUNT FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE NORTH 78°54'51" EAST, AT 60.00 FEET PASS A REINF BAR SET IN THE EAST RIGHT-OF-WAY LINE OF SAID 1788, IN ALL 1838.78 FEET TO A REINF BAR FOUND IN THE WEST RIGHT-OF-WAY LINE OF NORTH COUNTY ROAD 1387 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°00'00" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 1338.30 FEET TO A SPIKE NAIL FOUND FOR THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 38°18'18" WEST 38.38 FEET TO A REINF BAR FOUND IN THE NORTH-RIGHT-OF-WAY LIAE OF WEST COUNTY ROAD 49 FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 78°54'51" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 819.55 FEET TO A REINF BAR SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°01'58" WEST 394.91 FEET TO A REINF BAR SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE SOUTH 78°34'44" WEST, AT 60.00 FEET PASS A REINF BAR SET IN SAID EAST RIGHT-OF-WAY, IN ALL 989.52 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

ACKNOWLEDGEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS RESILIENT INDUSTRIAL PARK AN ADDITION TO THE CITY OF MIDLAND, TEXAS, MIDLAND COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS (AND PARKWAYS) SHOWN HEREON.

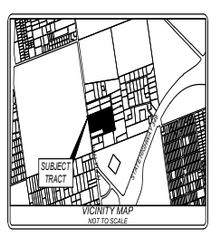
WITNESS MY HAND AT MIDLAND, TEXAS, THIS_____DAY OF_____20_____

_____
RESILIENT DEVELOPERS LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS_____DAY OF_____20_____BY RESILIENT DEVELOPERS LLC.

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- SECTION LINE
- UTILITY EASEMENT

CERTIFICATE OF APPROVAL:

FOR APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION.

THIS IS TO CERTIFY THAT THE ABOVE AND FORESGOING PLAT OF RESILIENT INDUSTRIAL PARK WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS_____DAY OF_____20_____

SIGNED_____
CHAIRMAN ABRAHAM BEJAL

ATTEST_____
SECRETARY LANDON DOHOA

OWNER(S):

RESILIENT DEVELOPERS LLC
5919 I-20 STE A, MIDLAND,
TEXAS 79701
EDWD@REDLENVTOUFIELD.COM
432-284-0189

SURVEYOR'S CERTIFICATE:

THAT I RJ DAUM A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISON, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
SURVEYOR

RJ DAUM
TEXAS RPLS 4826

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. ____CABINET__
DATE____PAGE___

NOTES:

1. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

2. MONUMENTS ARE A 1/2 INCH REINFORCING BAR SET WITH YELLOW PLASTIC CAP STAMPED "MAGRYM ENGINEERING" UNLESS OTHERWISE NOTED.

3. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

6. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) ANY LOT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS RESZONED FOR A MORE INTENSIVE USE.

7. PROPERTY IS IN ZONE X, ACCORDING TO FEMA MAP PANEL 48329C0345HF WITH AN EFFECTIVE DATE OF 9/16/2005.

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

SIGNED_____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED_____
AT&T TEXAS

SIGNED_____
ATMOS ENERGY

SIGNED_____
OPTIMUM COMMUNICATIONS

SIGNED_____
ASTOUND COMMUNICATIONS

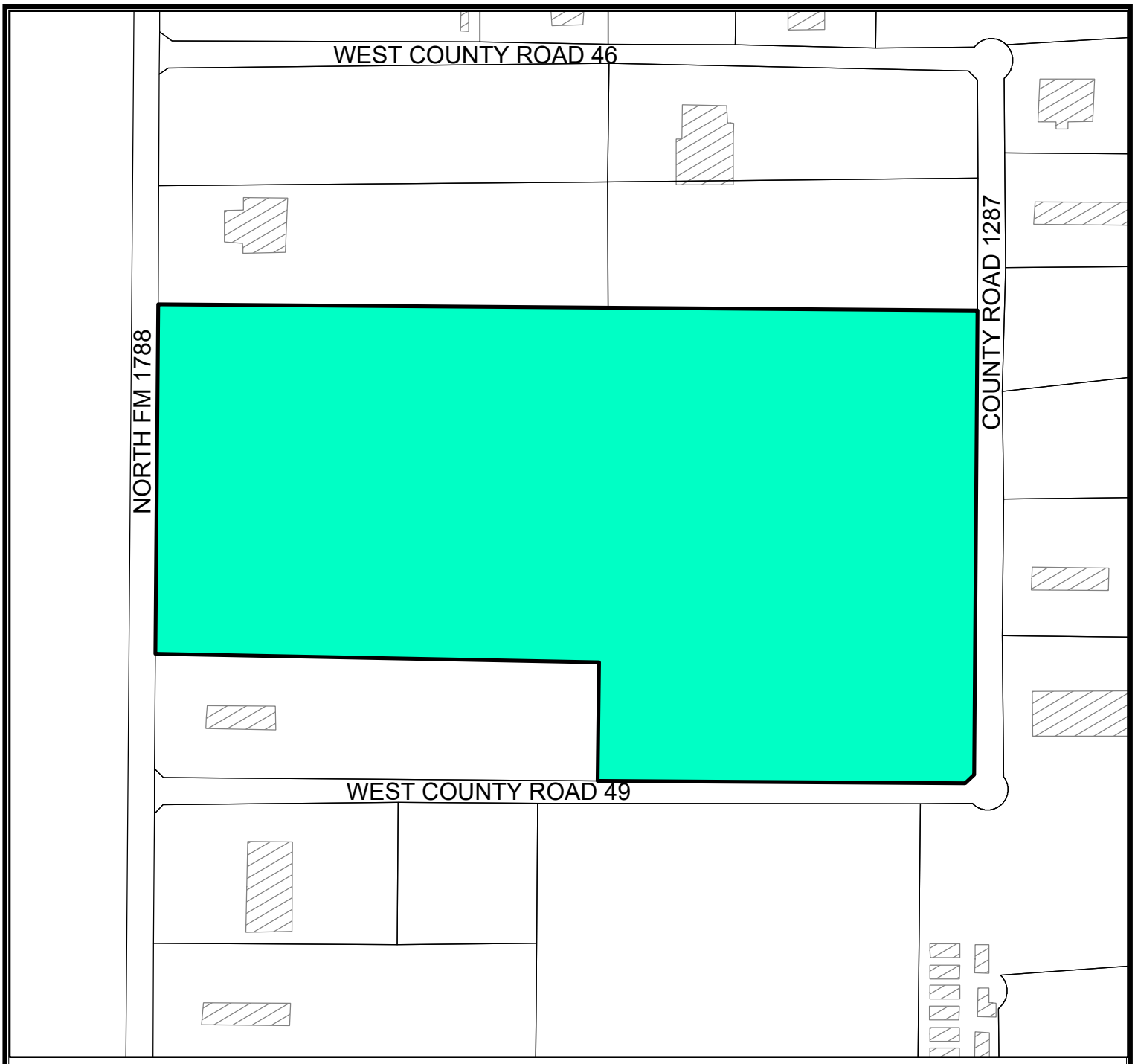
GRAPHIC SCALE
0 200 400
(1 INCH = 200' FEET)

NO.	DATE	DESCRIPTION	BY
01	05/21/2025	PREP. SKETCH	GG

DRAWN BY: GG DATE: 05/21/2025
CHECKED BY: ED/RJ PROJECT NO.: 24-583
JOB NO.: 24-583 SHEET: 1 OF 1

MAGRYM
500 N. MARIENFIELD STREET TEXAS FIRM
SUITE 100 No. 10141600
MIDLAND, TEXAS 79701 Office (432) 684-6548

RESILIENT INDUSTRIAL PARK



Location Map

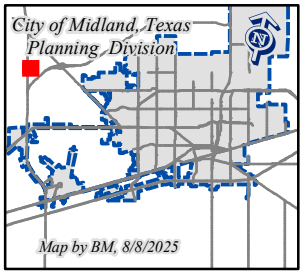
SUB-25-0870 **Scale: 1" = 319'**

Proposed plat of Resilient Industrial Park, being a plat of a 38.19-acre tract of land out of Section 18, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located at the northwest corner of the intersection of West County Road 49 and North County Road 1287. (Extraterritorial Jurisdiction)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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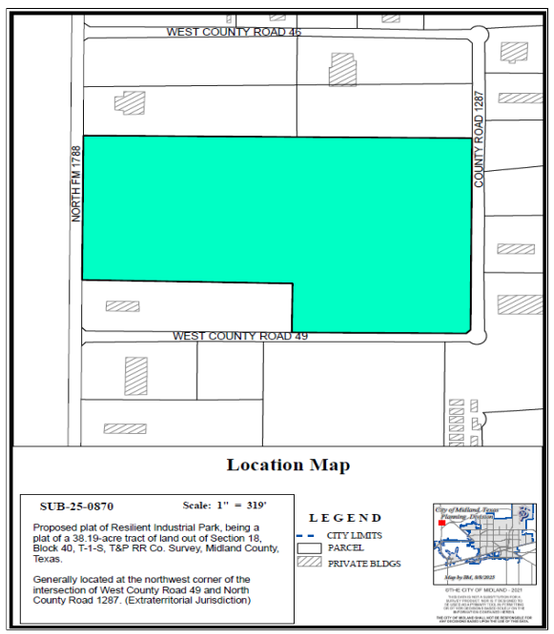
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT OR INTENDED TO VIOLATE THE PROPERTY RIGHTS OF ANY PARTY OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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

MIDLAND
Be the Energy!
ITEM
PRELIMINARY PLAT
RESILIENT INDUSTRIAL PARK
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Property Owner/Developer:** Resilient Developers, LLC
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 5708 North FM 1788 (Extraterritorial Jurisdiction)
- **Reason for Request:** Platting to obtain addresses and septic permits

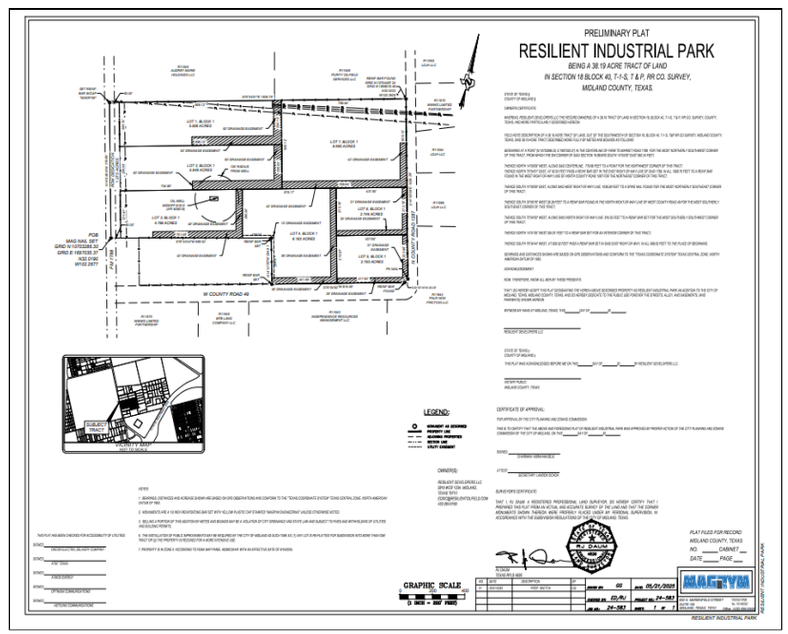


MIDLAND
Be the Energy!

2

PLAT DETAILS

- **Acreage:** 38.19 acres
- **Number of Existing Lots:** 0
- **Number Proposed Lots:** 7



3

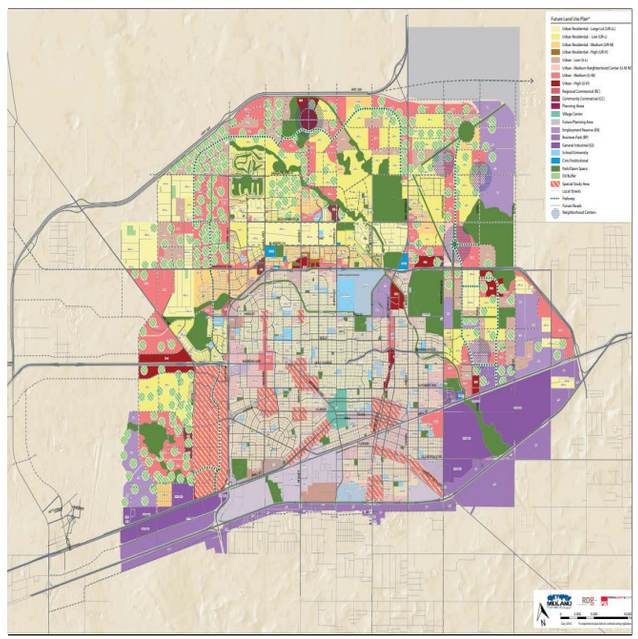
LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/East/South:** Industrial Use
  - **West:** Vacant
- **Proposed Use:** Industrial Use

4

COMPREHENSIVE PLAN

- **Land Use Designation:** Not designated



5

STAFF'S RECOMMENDATION

- The Planning and Zoning Commission recommended approval of this request on August 18, 2025.
- Staff recommends approval of this request with the following conditions:

A. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].

6

STAFF'S RECOMMENDATION

B. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

7

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 14

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Lindsey Adams, Strategic Partnerships Officer

Subject: MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIDLAND COUNTY UNDER WHICH THE CITY WILL CONSTRUCT AND WIDEN BRIARWOOD AVENUE FROM A POINT APPROXIMATELY 1,500 FEET EAST OF STATE HIGHWAY 158 TO AVALON DRIVE AND RECEIVE THE SUM OF $2,500,000.00 FROM MIDLAND COUNTY FOLLOWING COMPLETION OF THE WORK (DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

The City of Midland will construct and widen .5 miles of Briarwood Ave. east of SH158 to Avalon Drive that is in the County. The County is contributing funds to the project that the City will construct. This interlocal sets the obligations of each parties. This partnership will allow the project to move forward more quickly. The County will contribute $2,500,000.00 to the project.

Recommended City Council Action:

Approve

Fiscal Impact:

The City and County will partner on this project. The County will give the city $2,500,000.00 to construct the project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

This partnership shows the collaboration between the city and the county to expedite critical infrastructure projects in Midland.

City Manager's Office

Interlocal Agreement Regarding Briarwood Avenue
between
the City of Midland, Texas
and
Midland County, Texas

This Interlocal Agreement (the "***ILA***") is entered into this _____ day of _____, 2025 (the "***Effective Date***"), by and between the CITY OF MIDLAND, TEXAS ("***City***"), a home-rule municipal corporation, and MIDLAND COUNTY, TEXAS ("***County***"). In this ILA, City and County are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

WHEREAS, City desires to construct and widen Briarwood Avenue from a point approximately 1,500 feet east of State Highway 158 to Avalon Drive (the "***Project***"); and

WHEREAS, the total mileage of the Project, which is located in the unincorporated part of Midland County and is part of the Midland County road system, is 0.5 miles; and

WHEREAS, the entire Project, including the portion in the unincorporated part of the County, will be completed to City of Midland road specifications; and

WHEREAS, County desires to contribute funds to City for the Project; and

WHEREAS, Texas Local Government Code § 51.076(a) authorizes City to hold property received by gift, deed, devise, or other manner; and

WHEREAS, the Parties desire to enter into this ILA to set forth the Parties' respective rights, obligations, and undertakings regarding the Project; and

WHEREAS, this ILA is entered into pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to the Parties, the Parties have agreed and do hereby agree as follows:

A. **Purpose.** The purpose of this ILA is to set forth the terms and conditions governing County's payment to City of the sum of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "***Funds***") as consideration for City's completion of the Project. The improvements that comprise the Project are generally described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

B. **Terms and Conditions.** The Parties expressly agree to the following terms and conditions:

1. Request for Bids. City shall issue a request for bids for the Project. Notwithstanding the foregoing or any contrary provision contained herein, the

provisions of this Section shall not be interpreted to (i) require that City issue a request for bids on or by a particular date or (ii) require that City accept or reject any bid in response to a request for bids for the Project. This Section merely addresses the administrative requirements that must be observed by City prior to executing a construction contract for the Project.

2. Construction Contract. Following issuance of a request for bids and the opening of the bids for the Project, City's staff shall review the submitted bids and make a recommendation to the Midland City Council (the "***City Council***") regarding whether to award a construction contract (the "***Contract***") to the lowest responsible bidder. If the City Council, in its sole and absolute discretion, chooses to award the Contract to the lowest responsible bidder, City shall use commercially reasonable efforts to enter the Contract with said bidder.

3. Project Construction. As consideration for County's payment of the Funds to City, City shall use commercially reasonable efforts to cause the Project to be planned, designed, and constructed in substantial accordance with the Project description contained in **Exhibit A**. City shall have the exclusive right to manage and supervise construction activities and related work for the Project.

4. Project Completion and Certification. Upon City's completion of the Project, City shall issue written certification of the Project's completion to County.

5. Payment of Funds to City. Within thirty (30) days following County's receipt of the written certification prescribed by Section B.4, County shall pay to City the Funds.

6. Term. This ILA becomes effective on the Effective Date and shall terminate: (i) upon City's receipt of County's payment of the Funds; (ii) upon the mutual written agreement of the Parties to terminate this ILA; (iii) as set forth in Section B.9; or (iv) as set forth in Section B.10.

7. Project Costs. Notwithstanding County's obligation to pay the Funds to City, all costs associated with the Project shall be the responsibility of City. Nothing in this ILA shall be construed or interpreted to obligate County to pay any amount in excess of the Funds.

8. Reporting. Upon City's receipt of a written request from County, City shall provide County with a written or oral report, as County designates, regarding the status of the Project's construction and expected completion date. Such report shall be provided to County no later than ten (10) business days following City's receipt of County's written request for the report.

9. Termination for Cause. This ILA shall automatically terminate without liability to either Party if City fails to execute the Contract by December 31, 2027. Additionally, this ILA may be terminated upon a Party's default for failure to satisfy a material term, condition, or covenant contained in this ILA if such Party

fails to cure the same within thirty (30) days following its receipt of written notice of the default from the non-defaulting Party. If such default cannot reasonably be cured within such 30-day period, then the non-defaulting Party may not terminate this ILA if the defaulting Party commences such cure within such 30-day period and diligently pursues the same thereafter.

10. No Fault Termination. Either Party may terminate this ILA at any time upon thirty (30) days advance written notice to the other Party prior to the execution by City of a construction contract for completion of the Project.

C. General Terms.

1. Entire Agreement. This ILA constitutes the entire agreement between the Parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a subsequent, written agreement can modify this ILA.

2. Assignment. A Party shall not, either directly or indirectly, assign all or any part of this ILA or any interest, right, or privilege herein, without the prior written consent of the other Party, the granting of which shall be in the other Party's sole discretion.

3. Notices. Any notice to a Party required under this ILA shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at the applicable address shown in this Section. A notice shall be deemed to have been given on the date when it was deposited in the mail, unless otherwise provided herein. Either Party may change such Party's address by sending written notice thereof to the other Party.

If to City:	*If to County:*
City of Midland	Midland County
Attn: City Manager	Midland County Judge
300 N. Loraine St., Suite 310	500 N. Loraine St., Suite 1100
Midland, Texas 79701	Midland, Texas 79701

4. No Third-Party Beneficiary. The Parties' approval of this ILA does not create a third-party beneficiary. There is no third-party beneficiary to this ILA. No person or entity who is not a party to this ILA shall be considered a third-party beneficiary or have any rights hereunder.

5. Legal Relationship. The Parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; neither Party shall have the power to bind nor obligate the other, except as set forth in this ILA. 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. Nothing in this ILA is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between City and County. Further, nothing in this ILA is intended or shall be

construed as creating a "community of pecuniary interest" or "an equal right of control" that would give rise to vicarious liability.

6. Consideration. The Parties hereby agree and acknowledge that this ILA is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

7. Governing Law & Venue. This ILA shall be governed by the laws of the State of Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this ILA or the performance of this ILA shall be in Midland County, Texas.

8. Waiver of Attorney Fees. **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EACH PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS ILA, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS ILA. THE PARTIES AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS ILA, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS ILA, 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, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS ILA.**

9. Force Majeure. If City is delayed, hindered in, or prevented from the performance of any act required hereunder by reason of an act of God, strike, lockout, labor trouble, inability to procure materials, unseasonable weather affecting construction or operation, failure of power, riot, insurrection, pandemic, or war, then performance of such act shall be excused for the delay period and any applicable deadline shall be extended for a period equal to the delay period.

10. Immunity. It is expressly understood and agreed that no provision of this ILA is any way intended to constitute a waiver by either Party of any immunity from suit or liability.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY

_____
Nicholas Toulet, Interim City Attorney

MIDLAND COUNTY, TEXAS

By: _____
Terry Johnson, Midland County Judge

ATTEST:

_____
Alison Haley, Midland County Clerk

APPROVED AS TO FORM ONLY

_____
Russell Malm, Midland County Attorney

<u>EXHIBIT A</u>
Project Description

MIDLAND
Be the Energy!
City & County MOU
CR 1255
BRIARWOOD AV
City/ County Partnership
N CR 1250
W 158
1 in = 350 ft
0 175 350 Feet
Project Description
Widen Existing 2-Lane Cross Section To 4-Lane Divided Arterial

City Council Meeting

Item Number: 15

Meeting Date: August 12, 2025, August 26, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Rusell Hoffman is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 1708 Rankin Highway for The Detour Bar.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

RR, Retail Regional District

Surrounding Zoning and Land Use:

The property to the north is zoned RR, Regional Retail District and is the location of Basin Candy Company. The property to the west is zoned MH, Mobile Home District. The property to the east is zoned RR, Regional Retail and is a Kent Kwik. The property to the south is zoned RR, Regional Retail District and is restaurant El Banquete.

Analysis:

The property is located at 1708 Rankin Highway and is currently zoned RR, Regional Retail District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the bar is 3,870 square feet and the proposed alcohol serviceable area is 3,361 square feet. The Detour Bar does not have an existing SUD but has been in business.

The proposed hours of operation:

Monday through Sunday from 11 a.m. to 2 a.m.

The proposed hours of alcohol service:

Monday through Sunday from 11 a.m. to 2 a.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.” The Detour Bar is a destination where Midland residents will gather and socialize. This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for The Detour is acceptable. The property must adhere to the maximum occupant load of 258 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Condition A through G.

Conditions:

A. **That the serviceable area of the establishment shall be limited to approximately 3,361 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

C. **That the days and hours of alcoholic beverages sales and consumption shall be limited to: Monday through Sunday from 11:00 a.m. to 2 a.m.**

D. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

E. **That the establishment shall meet all requirements of the Fire Department and Code Administration**

F. **That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.**

G. That in accordance with section 9.07.E.3 of the City Code, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of June 27, 2025, staff received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. 10649

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 11, BLOCK 1, LINDSAY ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST MONTGOMERY AVENUE AND RANKIN HIGHWAY), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 11, Block 1, Lindsay Acres, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,361 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 12th day of August, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the 26th day of August, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE": Burkholder, Stretcher Burkes, Poole, Blong, Stubbs, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 26th day of August, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

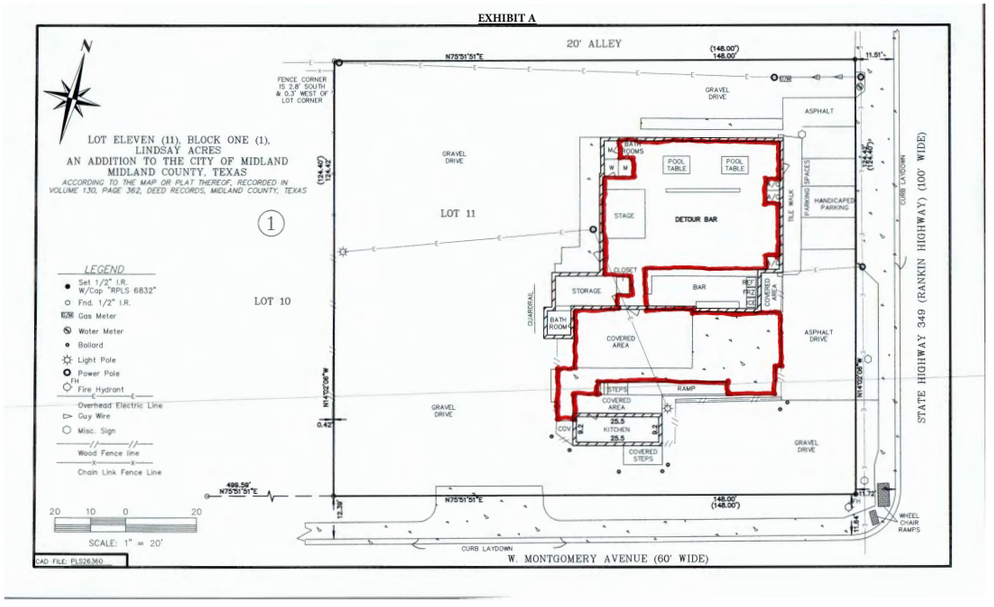
APPROVED AS TO CONTENT
AND COMPLETENESS:

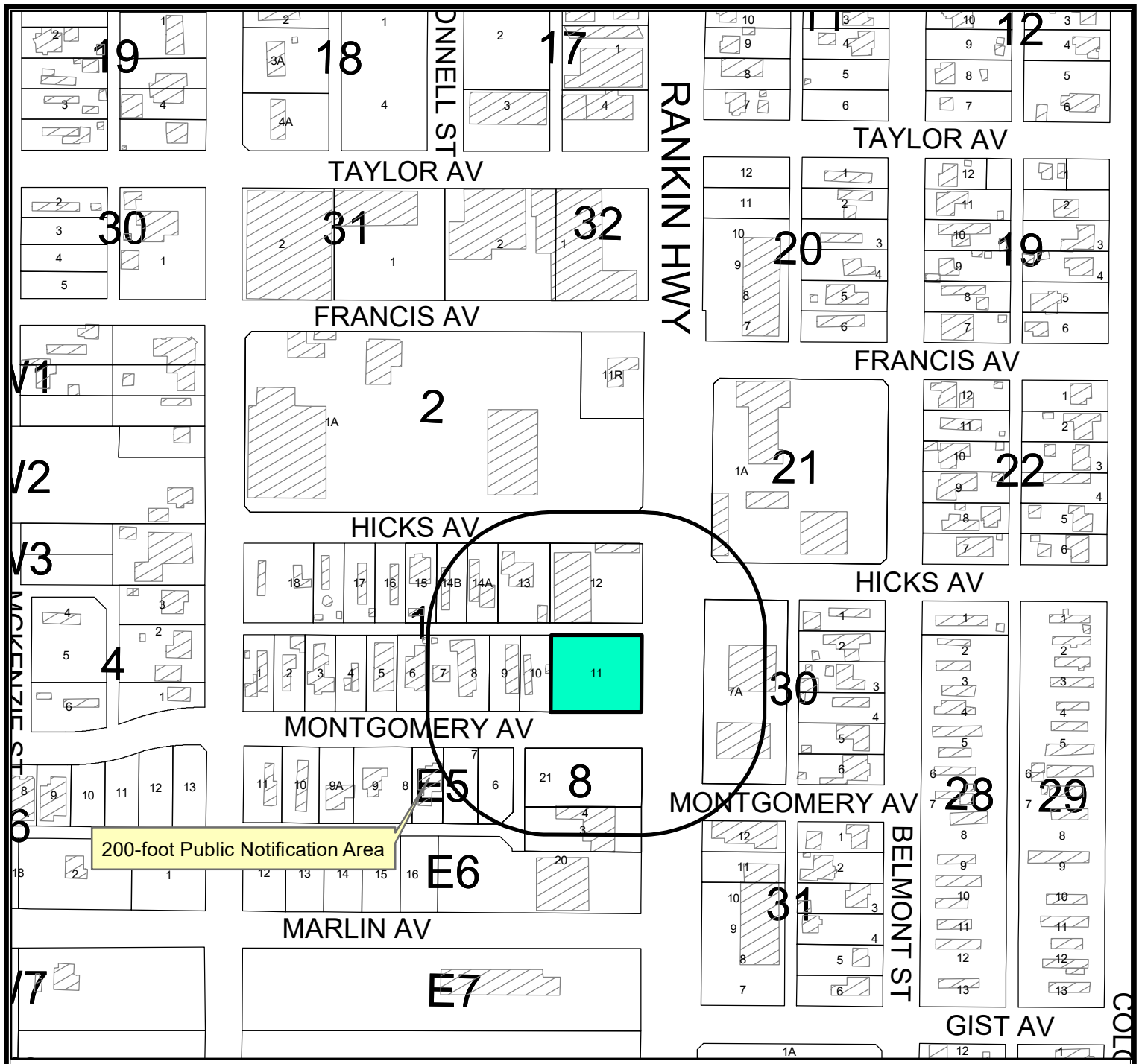
_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A


20' ALLEY
N75°51'51"E
(148.00')
148.00'
11.51'±
FENCE CORNER IS 2.8' SOUTH & 0.3' WEST OF LOT CORNER
GRAVEL DRIVE
ASPHALT
LOT ELEVEN (11), BLOCK ONE (1),
LINDSAY ACRES
AN ADDITION TO THE CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 130, PAGE 362, DEED RECORDS, MIDLAND COUNTY, TEXAS
1
LOT 11
LOT 10
(124.42')
124.42'
BATH ROOMS
M
W
POOL TABLE
POOL TABLE
STAGE
DETOUR BAR
TILE WALK
PARKING SPACES
HANDICAPED PARKING
CLOSET
STORAGE
BAR
REF
COVERED AREA
GUARDRAIL
BATH ROOMS
COVERED AREA
ASPHALT DRIVE
STEPS
RAMP
COVERED AREA
KITCHEN
25.5'
25.5'
COVERED STEPS
GRAVEL DRIVE
N14°02'06"W
0.42'
499.59'
N75°51'51"E
12.30'
148.00'
(148.00')
11.72'
12.64'
CURB LAYDOWN
WHEEL CHAIR RAMPS
W. MONTGOMERY AVENUE (60' WIDE)
STATE HIGHWAY 349 (RANKIN HIGHWAY) (100' WIDE)
LEGEND
Set 1/2" I.R. W/Cap "RPLS 6832"
Fnd. 1/2" I.R.
Gas Meter
Water Meter
Bollard
Light Pole
Power Pole
Fire Hydrant
Overhead Electric Line
Guy Wire
Misc. Sign
Wood Fence line
Chain Link Fence Line
20 10 0 20
SCALE: 1" = 20'
CAD FILE: PLS26360



Location Map

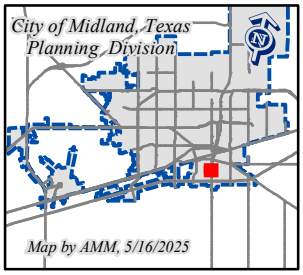
SUD-25-0201 **Scale: 1" = 2,792'**

Consider a request by Rusell Hoffman for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Bar on Lot 11, Block 1, Lindsay Acres, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of West Montgomery Avenue and Rankin Highway. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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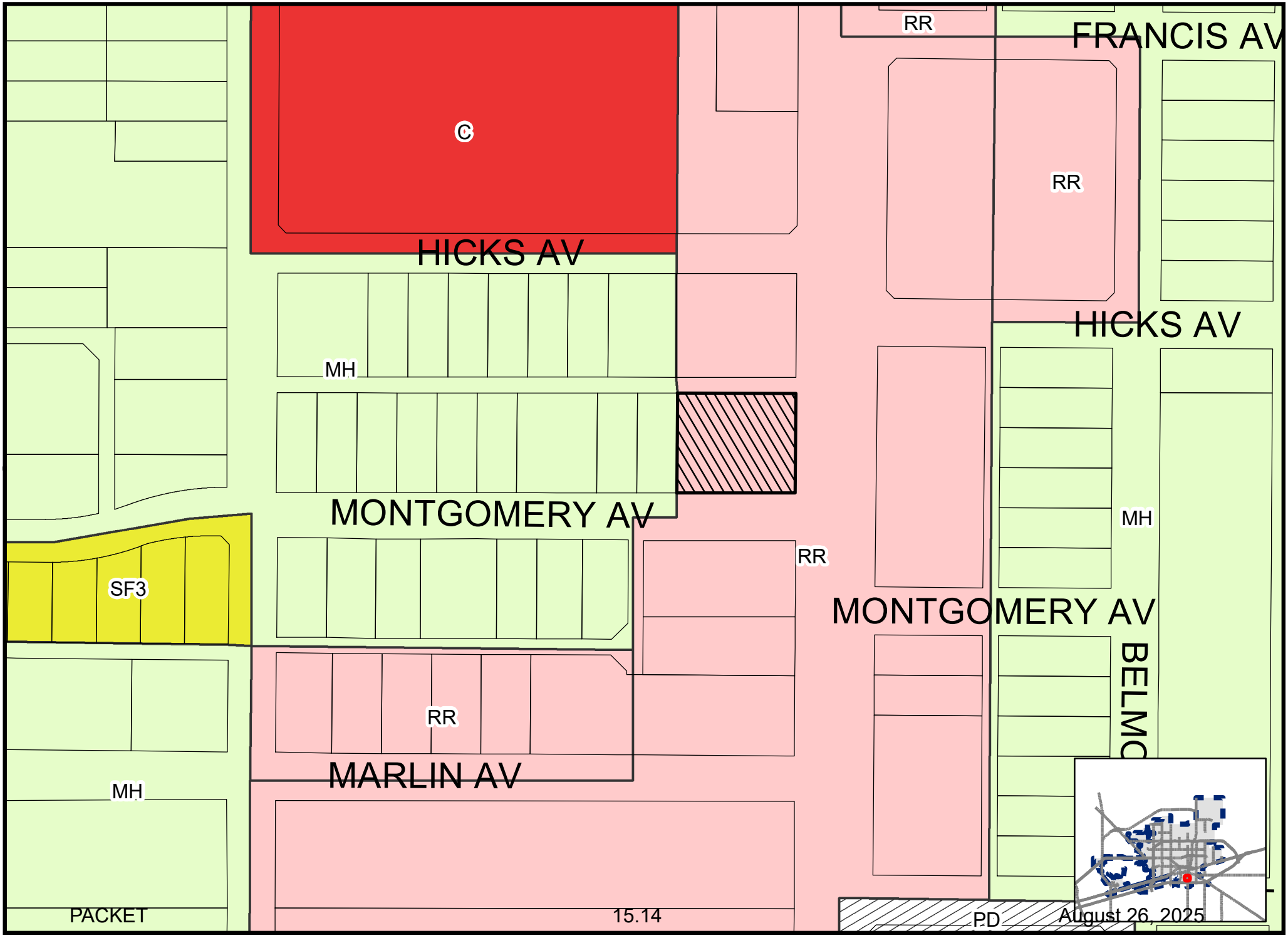
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by AMM, 5/19/2025

SUD-25-0201

Scale: 1" = 600'

ZONING MAP

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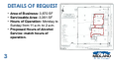
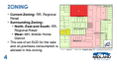
CITY OF
MIDLAND
SPECIFIC USE DESIGNATION
THE DETOUR BAR
MIDLANDTEXAS.GOV

APPLICATION SUMMARY
• Applicant: Eric Gonik
• Property Owner: Raquel Kullman
• Property Address: 1 Ridgewood Road
• Reason for Request: For the sign of an existing nonconforming structure
2


DETAILS OF REQUEST
• Area of Business: 2,000 SF
• Removable Area: 2,000 SF
• Hours of Operation: 7:00 am to 10:00 pm
• Parking Stalls: 14 on site & shared
• Number of Employees: 2 to 3 at a time
• Services: retail/ food & GF operations
3


ZONING
Current Zoning: RR, Regional Retail
Surrounding Zoning:
North, East and South: GO, General Office
West: MH, Mobile Home Residential
The use of an SUD on the site and its protected conservation is consistent in the zoning.
4
NORTH
NOT TO SCALE

LAND USE
• Current Use: Bar
• Proposed use of the
property: Bar with patio area
• Surrounding Uses:
• North: Outer Camp
Drive
• South: El Sorayem
• East: Kohl's
• West: Santa Cruzan
3

Dr. Martin Luther King Jr. Boulevard
4
METRO
TRANSIT

COMPREHENSIVE PLAN

This element is consistent with the Bel City Tomorrow Comprehensive Plan as it is consistent Chapter 3: Housing and Chapter 4: Land Use. Chapter 3 promotes the development of places where diverse residents can gather and socialize in such connections.

PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium, park or any public school, or public park, or any other place of public worship, or any other property as required by Section 5-4-2 Prohibited Places of Business.

8

STAFF'S RECOMMENDATION:

- Due diligence of objections has been exercised.
- The Planning & Zoning Commission recommended approval of the request on July 28, 2025.
- Staff recommends approval of the request with the following conditions:
  1. The 30 foot setback area of the supplementary shall be maintained as a buffer area. Any trees or shrubs shown in **Exhibit C** which is deemed hostile and invasive shall be allowed to be removed.

STAFF'S RECOMMENDATION
1. The live-use and co-premises consumption of
alcoholic beverages shall conform to applicable state
and local laws.
2. That the days and hours of alcoholic beverages sales
and consumption shall be limited to Friday and
Saturday from 11 a.m. to 2 a.m. of the following day.
3. That the maximum occupancy of the premises not
exceed the maximum occupancy determined by the
building code and fire code.
11

STAFF'S RECOMMENDATION

1. The re-establishment shall meet all requirements of the Fire Department and Code Administration.
2. Prior to the issuance of a building permit or renewal of Certificate of Occupancy, plans for the establishment shall be reviewed by the Planning Commission and Town Council for consideration to ensure that the conditions of this Special Use Designation Ordin Series are satisfied.

STAFF'S RECOMMENDATION:
1. That in accordance with Section 11.1.2.27.C.4 of the City Code, the Establishment shall be in violation of the Code if it fails to hire the final adjudication date of this authority.
13

MISSION

City Council Meeting

Item Number: 16

Meeting Date: August 12, 2025, August 26, 2025

To: City Council / City Manager

FROM: Beatriz Quezada, Planner

SUBJECT: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Magrym Consulting, on behalf of Lori Hahn Sherman, is requesting a Zone Change for the property located at 201 Beal Parkway from PD, Planned Development District for a Housing Development, to LR, Local Retail District, for the development of a retail store and an emergency care facility.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development

Surrounding Zoning and Land Use:

The adjacent properties to the west and south are zoned PD, Planned Development District for a Housing Development, and currently includes an apartment complex and vacant land. The properties to the east are zoned SF-3, Single-Family Dwelling District, and consist of single-family homes as well as a church. The properties to the north are zoned LR, Local Retail District, and land use consists of retail shops and a church.

Analysis:

The subject property is currently zoned PD, Planned Development District, designated for a housing development. The applicant, Magrym Consulting, representing Lori Hahn Sherman, is requesting a zoning change to allow for the development of an emergency care facility and a retail shop. Under the current zoning, the proposed use is not permitted, as the property is intended solely for residential development. However, the proposed retail and emergency care uses would complement the characteristics of the surrounding development. The established Planned Development District also requires that any new development must comply with the rules, regulations, and site plan of said Planned Development District. Changing the zoning to LR, Local Retail District would allow for the applicant to remove the regulations of the planned development while also establishing a less intense zoning district that is consistent with the surrounding area.

This request aligns with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates the area as Community Commercial (CC). The proposed development would offer convenient access to goods and services for nearby residents.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District for a Housing Development to LR, Local Retail District.

Letters of Objection:

Staff has not received any letters of objection as of August 1, 2025.

Attachments:

Application
Survey
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, LESS THE SOUTH 20 FEET THEREOF, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BEAL PARKWAY AND THOMASON DRIVE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, less the south 20 feet thereof, Block 104A, Wilshire Park Addition, Section 9, City and County of Midland, Texas (the "Property"), to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: Ed Aleman
Phone ( )
Email
Address
City
State
Zip

Property Owner:
Printed Name: Lynne Nemir
Phone (713) 858-0389
Email: lynne@nemir.com
Address: 2711 Fernwood Rd
City: Houston
State: TX
Zip: 77005

Representative *(if different from Applicant or Property Owner)*
Firm: Neighborhood
Printed Name: Ed Aleman
Phone (432) 684-5548
Email: ed.aleman@neighgrn.com
Address: 1100 N. I-20
City: Midland
State: TX
Zip: 79707

Street Address: 201 Bisd Parkway

Legal Description
Lot: 1A Block: 104A Subdivision: Wilshire Park, Section 9

Current Zoning: R-1

Proposed Zone: R - LR
(Only Needs if more than one district is requested)

Reason for Zone Change Request: DEVELOPMENT OF LAND

Present Use of Property: VACANT

Proposed Use of Property: PARKING LOT FOR

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the *City of Midland*
- Ordinance/Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature):	Date:
Applicant (printed) Ed Aleman	
Property Owner (signature)	Date: Jun 20, 2025
Property Owner (printed) Agent Name	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by my duly sworn, upon oath says: That (s)he is the owner of NA or authorized by Legal Agent of the owner of the above described property, he fully represent he/her in this application and that (s)he has the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 20 day of June 20 25 to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # Included	
Received By:	Date: 6/24/25

****Application will not be considered for scheduling until reviewed by a planner.****

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number:
Case Number: 2-25-0052

Applicant *(If acting as Agent, see affidavit on page 2)*
Contact Name:
Phone: | Email:
Address: | City: | State: | Zip:

Property Owner
Printed Name: Lori Hales Sherman
Phone: (713) 558-2787
Email: lori@hales.com
Address: 2711 Tennyson Rd | City: Houston | State: TX | Zip: 77005

Representative *(If different from Applicant or Property Owner)*
Firm: Independent
Printed Name: Ed Alsman
Phone (432) 684-5848
Email: ed.alsman@magyar.com
Address: 501 West Illinois, Suite 100 | City: Midland | State: TX | Zip: 79701

Street Address: 201 Bedi Parkway

Legal Description
Lot: 1A Block: 104A Subdivision: Wildrno Park, Section 9

Current Zoning: C
Proposed Zone: C
(List up to maxim 2 zones if non-one district is requested)

Reason for Zone Change Request: The site is currently vacant and

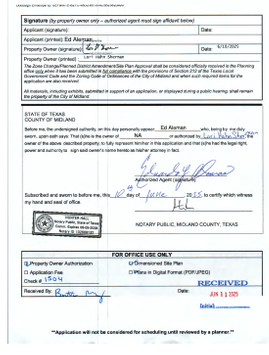
Present Use of Property: Vacant

Proposed Use of Property: Hospital and Medical

How would this zone change affect the public health, safety and welfare? NA

Describe how conditions affecting the property have changed since present zoning designation: NA

Submittal and Fees
Items to be submitted with this application form:
- Application Fee – Payable to the "City of Midland"
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)



Signature *(by property owner only – authorized agent must sign affidavit below)*

Applicant (signature):	Date:
Applicant (printed): Ed Akman	
Property Owner (signature):	Date: 4/11/2025
Property Owner (printed): Lori Jo Sherman	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Akman who, being by me duly sworn, upon oath says: That (s)he is the owner of NA or authorized by Lori Jo Sherman the owner of the above described property to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name thereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 10 day of June 20 25 to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #: 1504	

Received By: Date: RECEIVED JUN 11 2025 Initial:

Application will not be considered for scheduling until reviewed by a planner.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DISTRIBUTION DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

That CYGNE LYNN HAHN NEMIR, as SUCCESSOR INDEPENDENT EXECUTRIX AND TRUSTEE UNDER THE WILL OF LAWRENCE H. HAHN, DECEASED duly probated and admitted to record by the County Court of Midland County, Texas under Cause No. P12857 ("Grantor"), for the purpose of carrying out the terms of the Trust of Lawrence H. Hahn and the Last Will and Testament and for the purpose of transferring the Grantor's separate property, has DISTRIBUTED, GRANTED, SOLD, CONVEYED, TRANSFERRED, ASSIGNED, and DELIVERED and by these presents does DISTRIBUTE, GRANT, SELL, CONVEY, ASSIGN and DELIVER unto the following owners, whose addresses and ownership interest are provided below, to-wit:

Interest	Owner	Address
1/3	Cygne Hahn Nemir,	1201 E. Baltimore Dr., El Paso, TX 79902;
1/3	Leslie Hahn Standley,	3507 Sunsilind, Midland, TX 79707; and
1/3	Lori Hahn Sherman,	2711 Fernwood Rd., Houston, TX 77005.

the property hereinafter described, lying and being situated in Midland County, Texas together with all rights, benefits, privileges, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto and together with any and all improvements thereon (collectively, the "Property") described as follows:

The surface estate only of:

Parcel 1.

Lot 1, Block 104A, Wilshire Park Addition, Section 8, an addition to the City of Midland, Midland County, Texas. SAVE AND EXCEPT the South 20.0 feet thereof, according to the map or plat thereof recorded in Cabinet C, Page 81, Plat Records of Midland County, Texas.

Parcel 2:

Lot 1B, Block 103, Wilshire Park Addition, Section 24, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof recorded in Cabinet L, Page 182, Plat Records of Midland County, Texas, SAVE AND EXCEPT a Right-of-Way Dedication, as follows:

DESCRIPTION OF A 0.076 ACRE RIGHT-OF-WAY DEDICATION, BEING OUT OF LOT 1, BLOCK 104A, WILSHIRE PARK ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, AS RECORDED IN CABINET C ON PAGE 91 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT N.(Y) 1068890.88, E.(X) 1736015.44 A ONE-HALF INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1 AND BEING THE NORTHWEST CORNER HEREOF;

THENCE S. 84° 25' 43" E., ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 110.00 FEET TO A ONE-HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM #10194014 "(RPC) SET FOR THE NORTHEAST CORNER HEREOF;

THENCE S. 73° 03' 55" W., CROSSING SAID LOT 1, A DISTANCE OF 51.22 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 45° 07' 34", A CHORD BEARING AND DISTANCE OF S. 50° 29' 08" W., 76.74 FEET;

THENCE ALONG THE ARC OF SAID CURVE 78.78 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY HEREOF;

THENCE S. 27° 34' 39" W., A DISTANCE OF 22.69 FEET TO AN "RPC" SET AT A POINT ON THE WEST LINE OF SAID LOT 1 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N. 00° 34' 17" E., ALONG SAID WEST LINE DISTANCE OF 85.10 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.076 ACRES.

BASIS OF BEARING COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID NAD 83, US SURVEY FOOT.

Exceptions to Conveyance and Warranty: These covenants, conditions and restrictions recorded in Volume 238, Page 563, refiled in volume 238, Page 578 and Amended in Volume 238, Page 587, under Clerk's file No. 2019 20073 and under Clerk's file No. 2019-20009 of the Official Records of Midland County, Texas.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and the Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Executed this 8th day of July, 2025.

CYONE LYNN HAHN NEMIR, Successor Independent Executrix and Trustee under the Will of Lawrence H. Hahn, Deceased

CYONE LYNN HAHN NEMIR Independent Executrix under the Will of Peggy Sue Jones Hahn, Deceased

ACCEPTED:

LESLIE HAHN STANDLEY

LORI HAHN SHERMAN

CYONE NEMIR

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 8th day of July 2025, by CYONE LYNN HAHN NEMIR, also known as CYONE NEMIR, Individually and as Successor Independent Executrix and Trustee Under the Will of Lawrence H. Hahn, Deceased, and as Independent Executrix Under the Will of Peggy Sue Jones Hahn, Deceased.

JUDY LAVONNE BURNETT
NOTARY ID 124270000
STATE OF TEXAS
MARCH 30, 2027

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 31st day of July, 2023 personally appeared LESLIE HARN STANCLEY who acknowledged to me that she executed the foregoing document for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 31st day of July, 2023 personally appeared LORI HAHN DIESSMAN who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

After Recording Return to:
Cygna Nomi:
1321 E. Baltimore Dr.,
El Paso, TX 79902

Docusign Envelope ID: AFCA59B8-0D4F-4FED-87D7-F4E0FB492577

Authorization Statement

To Whom It May Concern,

I, Lori Hahn Sherman, hereby affirm that I am authorized to sign and submit the rezoning application on behalf of all property owners listed in the application for the property located at 201 Beal Parkway.

The Property owners are:

- Cygne Hahn Nemir
- Cygne Hahn Nemir, Trustee of the Pauline H. Gentry Trust No. 1
- Lori Hahn Sherman
- Leslie Hahn-Standley
- Gloria Scribner f/k/a Gloria Moore
- Kristi Love f/k/a Kristi Brooks
- Abilene Volunteer Services Council
- Linda Sue Myers, Independent Executrix of the Ancillary Estate of Elvina May Myers

All owners have been informed of and have consented to the submission of this application, and I am acting with their full knowledge and authorization.

Should you require any additional documentation or verification, please do not hesitate to contact me.

Sincerely,

Signed by:

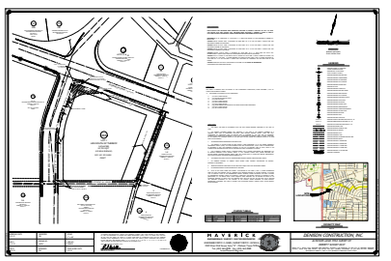
F821C45D3E29497...

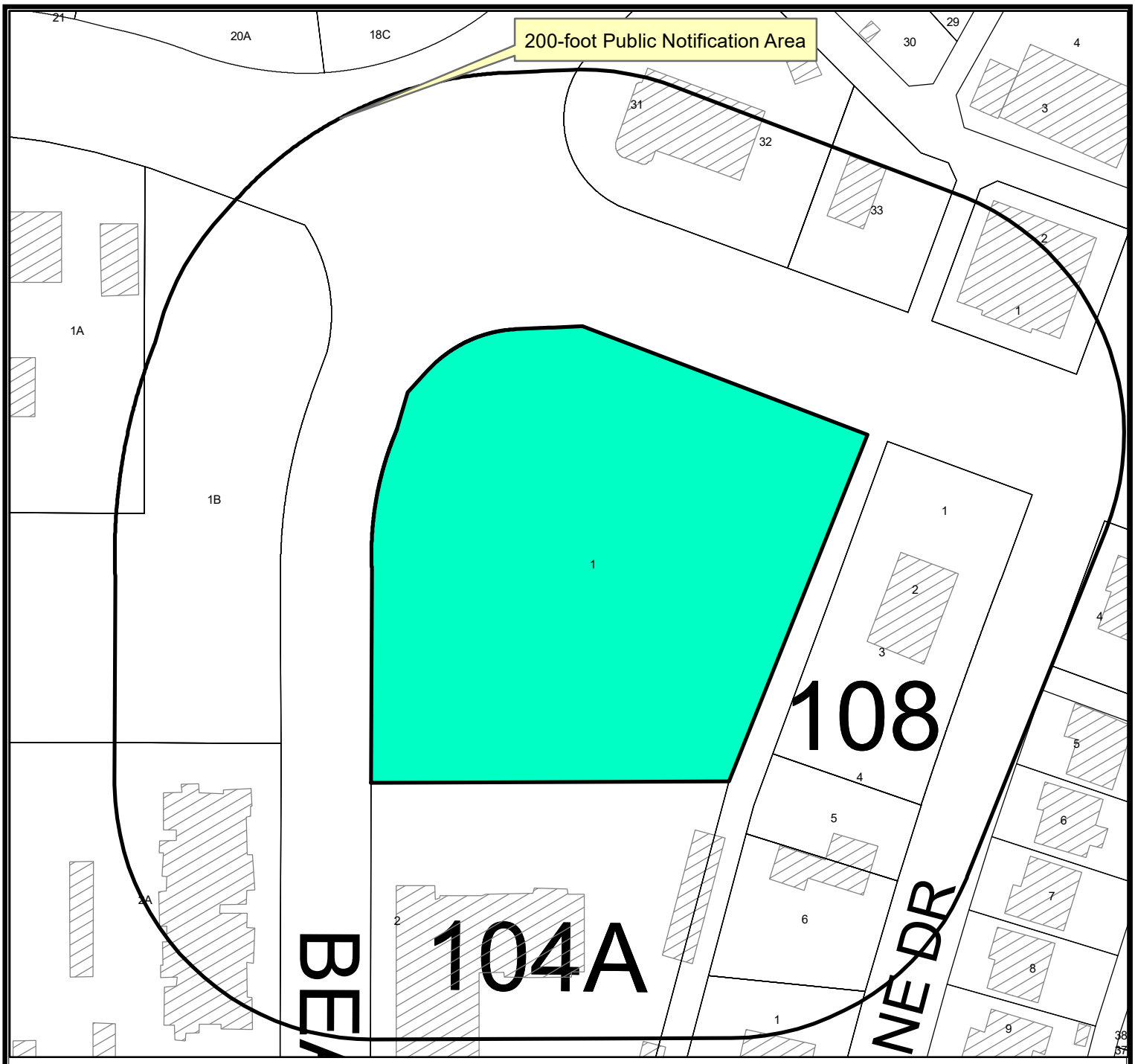
Lori Hahn Sherman

Date: 7/9/2025

Email: Lori@3SResDev.com

Phone: 713.858.2184





Location Map

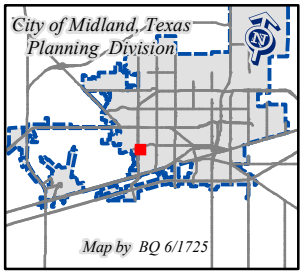
Z-25-0432 **Scale: 1" = 600'**

Consider a request by Magrym Consulting, on behalf of Lori Hahn Sherman, for a Zone Change from PD, Planned Development District for a Housing Development, to C, Commercial District, on Lot 1, less the south 20 feet of said lot, Block 104A, Wilshire Park Addition, Section 9, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of Bear Parkway and Thomason Drive. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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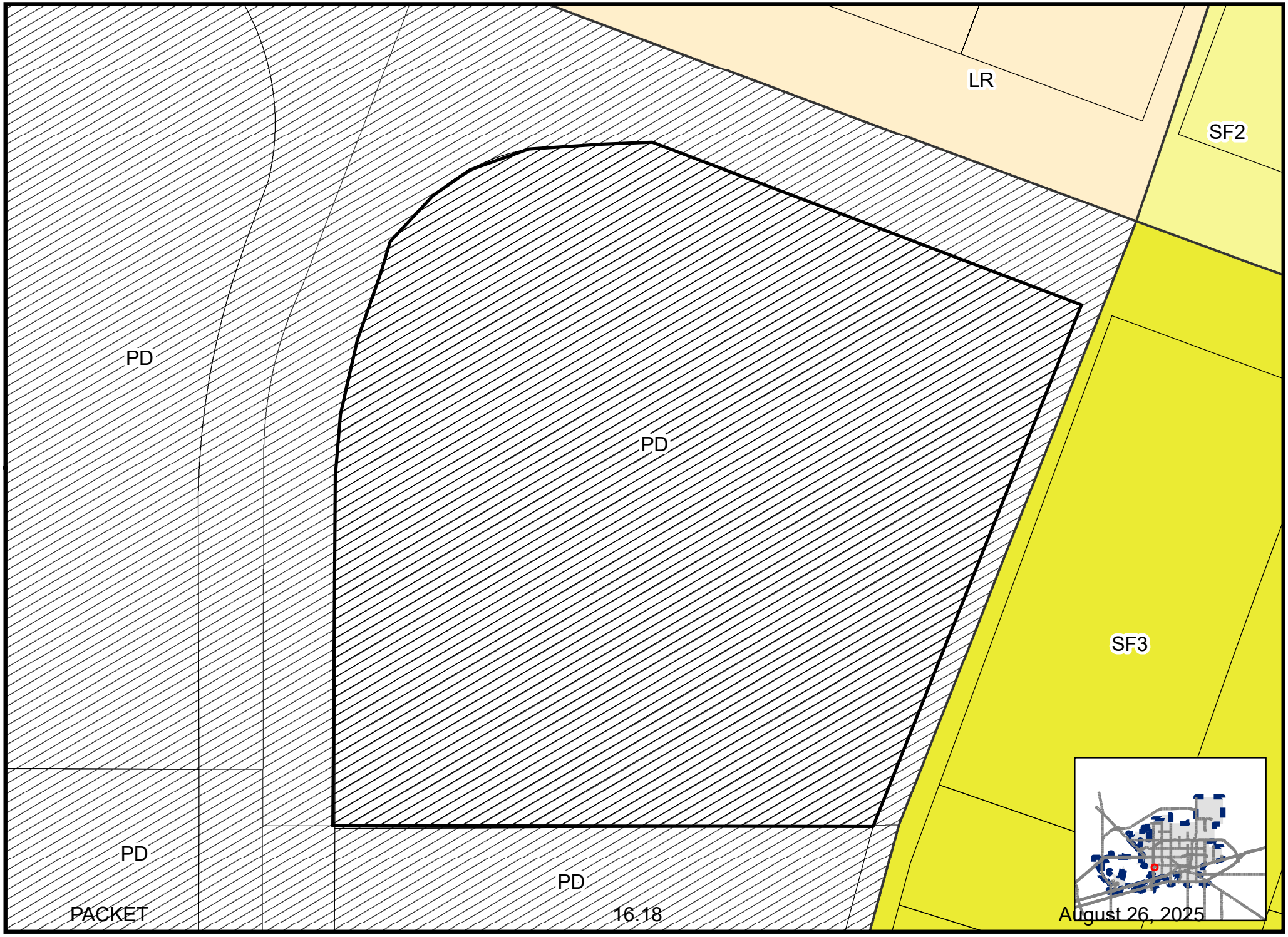
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT OR INTENDED TO [illegible] PRIOR TO [illegible] OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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



Map b BQ 6/23/25y

Z-25-0432

Scale: 1" = 600'

ZONING MAP

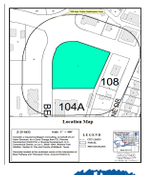
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

108

MIDLAND
Be the Energy!
ZONE CHANGE
201 BEAL PKWY
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

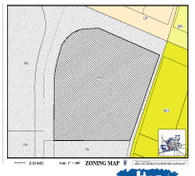
- **Property Owner:** Lori Hahn Sherman
- **Representative:** Ed Aleman, with Magrym Consulting
- **Location:** 201 Beal Parkway (District 2)
- **Reason for Request:** For the development of an emergency care facility and retail shop



2

ZONING

- **Current Zoning:** PD, Planned Development District for a Housing Development
- **Surrounding Zoning:**
  - **North:** LR, Local Retail District
  - **South/West:** PD, Planned Development District for a Housing Development and Shopping Center
  - **East:** SF-3, Single-Family Dwelling District
- **Proposed Zoning:** LR, Local Retail District



3

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North:** Medical Office
  - **South:** Multi-Family Dwelling
  - **East:** Single-Family Dwelling
  - **West:** Vacant
- **Proposed Use:** emergency facility & Retail Shop

On Beal Parkway, Looking East.

COMPREHENSIVE PLAN

- **Land Use Designation:** Community Commercial, (CC)
- **Supported Uses:** No policies are currently established for this area.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*.

STAFF'S RECOMMENDATION

- No objections were received.
- Planning and Zoning Commission approved this request on July 21, 2025.
- Staff recommends approval of this request.

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 17

Meeting Date: August 12, 2025, August 26, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS. (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET.); ADOPTING THE APPRAISAL BY THE DEPUTY CITY MANAGER OF $51,466; RETAINING; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Dunaway is requesting to vacate a 0.6722-acre, 0.9183-acre and 1.194-acre portion of Mockingbird Lane to realign and privatize an access road and expand grassed turnouts and paddock space for polo horses.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2025 appraised value of the right-of-way is $20,000.00 per acre, for a total value of $51,466.00.

Discussion:

The approximated area that will be vacated is 121292.82 square feet (2.7845-acres).

The roadway currently functions as a private road with emergency access, and vacating the ROW allows the adjacent owners to expand grassed turnouts and paddock space for polo horses. With the increased popularity of Midland Polo, more turnout space is needed.
The owners are also evaluating the addition of pedestrian and equestrian trails in the vicinity of the Polo fields.

The property owner will take ownership of the portion of right-of-way, along with any maintenance and upkeep.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No objection.

Building Code: (Approved)

No Oil and Gas issues

Engineering: (Approved with Conditions)

No objections to vacation. Applicant shall provide a 30' Public Utility Easement (similar to the Polo clubs easement to the west) for the existing 24" SCCP water main within the requested vacated R.O.W. [For Applicant’s Information Only.]

Fire: (Approved)

No comments or objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comments

AT&T: (Approved)

Yes, we approve as long as we get the easement.

Atmos: (Approved)

We’re good with a utility easement referenced in the replat.

Astound: (Approved)

Our service head East on Mockingbird at the cross section of N A St and Mockingbird. We approve.

Oncor: (Approved)

Oncor Electric Delivery has no objection to vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas

Altice USA: (Approved)

That is good to know, as long as those poles are not removed & relocated, we will not have to do any relocations on our existing fiber plant on those poles. As long as the easement remains, we are good.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved the request.

Therefore, staff recommends approval of the vacation of a 0.6722-acre, 0.9183-acre and 1.194-acre portion Mockingbird Lane subject to conditions A through C.

Conditions:

A. **That the value of the property shall be $51,466.00.**

B. **That an accessible nonexclusive utility easement is retained.**

C. **That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.**

Letters of Objection:

As of August 8, 2025, staff has not received any letters of objection to this request.

Attachments:

Surveys with Metes & Bounds (Exhibit A)
Application
Maps
Responses from Franchise Utility Companies
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.6722-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY OUT OF SECTION 3, BLOCK X, H.P. HILLIARD SURVEY, AND A 0.9183-ACRE PORTION AND A 1.194-ACRE PORTION OF MOCKINGBIRD LANE RIGHT-OF-WAY, BOTH OUT OF SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ALL LOCATED IN THE CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON MOCKINGBIRD LANE, APPROXIMATELY 775 FEET WEST OF NORTH A STREET); ADOPTING THE APPRAISAL BY THE DEPUTY CITY MANAGER OF $51,466.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas, City and County of Midland, Texas (collectively, the "Property"), as described in Exhibit A attached hereto and made a part hereof for all legal purposes, are no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Deputy City Manager has appraised the value of the City's property interest in the Property at $51,466.00, as shown in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

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

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

A. the City of Midland has received from the abutting property owner(s) the sum of $51,466.00; and

B. a plat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

0.6722-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.6722-acre parcel of land situated in Section 3, Block X, H.P. Hilliard Survey, Abstract No. 12, Midland County, Texas, and being part of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as dedicated by Saddle Club Estates, an addition to the City of Midland, as recorded in Cabinet C, Page 44, Plat Records of Midland County, Texas (P.R.M.C.T.), said 0.6722-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap (illegible) for the common northwest corner of said 50-foot width right-of-way dedication, the southwest corner of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and the northeast corner of a called 26.77 acre tract of land described as "Tract I" in Special Warranty Deed to The Play Field Corporation, as recorded in Volume 1051, Page 717, Deed Records of Midland County, Texas (D.R.M.C.T.), and being locatable by NAD83 Grid Coordinate: N=10,715,056.80, E=1,746,378.93;

THENCE North 75 degrees 32 minutes 31 seconds East, along the common northerly line of said 50-foot right-of-way dedication and the southerly line of said Vanderpool tract, a distance of 585.61 feet to a point for corner, and from which a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." for the southeast corner of said Vanderpool tract bears North 75 degrees 32 minutes 31 seconds East, a distance of 214.34 feet;

THENCE South 14 degrees 36 minutes 16 seconds East, departing said common line and crossing said 50-foot width right-of-way dedication, a distance of 50.00 feet to a point for the common northwest corner of Block 6, of said Saddle Club Estates, and the northeast corner of a tract of land described as "Parcel 1" in Warranty Deed to Rock Ridge Ranch, LP, as recorded in Document Number 2015-12848, O.P.R.M.C.T.;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly line of said 50-foot width right-of-way dedication and the northerly lines of said "Parcel 1", and "Parcel 2" of said Rock Ridge Ranch, and along the northerly line of a called 1.277 acre tract of land described in Special Warranty Deed to The Play Field Corporation, as recorded in Volume 1270, Page 8, D.R.M.C.T., a distance of 585.60 feet to a point for the southwest corner of said 50-foot wide right-of-way dedication, being on the easterly line of said "Tract I";

THENCE North 14 degrees 37 minutes 09 seconds West, along the common westerly line of said 50-foot width right-of-way dedication and the easterly line of said "Tract I", a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.6722 acres (or 29,280 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

A plat of even date accompanies this metes and bounds description.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS REGISTERED MARK D. YALE 5975 PROFESSIONAL LAND SURVEYOR

4/2/2025

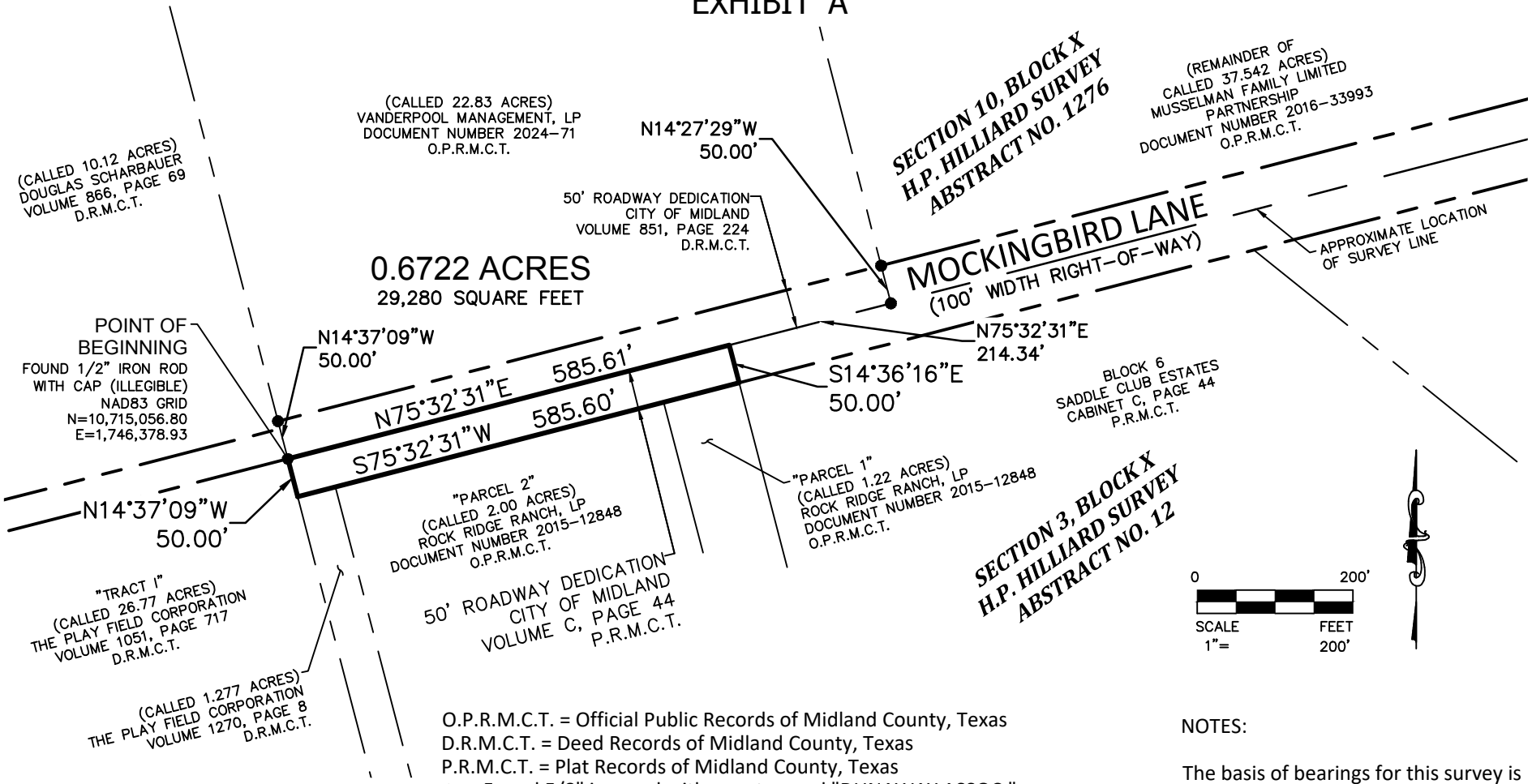
RIGHT-OF-WAY VACATION

0.6722 ACRES or 29,280 SQ. FT.
OF
50' RIGHT-OF-WAY DEDICATION BY
SADDLE CLUB ESTATES
CABINET C, PAGE 44
P.R.M.C.T.
SITUATED IN
SECTION 3, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 12
CITY AND COUNTY OF MIDLAND, TEXAS

PACKET 17.10 August 26, 2025

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:58 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Sewell ROW Survey Exhibit.dwg

EXHIBIT 'A'



O.P.R.M.C.T. = Official Public Records of Midland County, Texas
D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas
● = Found 5/8" iron rod with cap stamped "DUNAWAY ASSOC." (unless otherwise noted)

B012916.001

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
MARK D. YALE
5975
PROFESSIONAL
LAND SURVEYOR

4/2/2025

RIGHT-OF-WAY VACATION

0.6722 ACRES or 29,280 SQ. FT.
OF
50' RIGHT-OF-WAY DEDICATION BY
SADDLE CLUB ESTATES
CABINET C, PAGE 44
P.R.M.C.T.
SITUATED IN
SECTION 3, BLOCK X, H.P. HILLIARD
SURVEY, ABSTRACT NO. 12
CITY AND COUNTY OF MIDLAND, TEXAS

August 26, 2025

PACKET 17.11

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:58 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Sewell ROW Survey Exhibit.dwg

0.9183-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 0.9183-acre parcel of land situated in Section 10, Block X, H.P. Hilliard Survey, Abstract No. 1276, Midland County, Texas, and being part of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as recorded in Volume 851, Page 224, Deed Records of Midland County, Texas (D.R.M.C.T.), said 0.9183-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2-inch iron rod with cap (illegible) for the common southwest corner of said Vanderpool tract and said 50-foot width right-of-way dedication, being locatable by NAD83 Grid Coordinate: N=10,715,056.80, E=1,746,378.93;

THENCE North 14 degrees 37 minutes 09 seconds West, along the common westerly lines of said Vanderpool tract and said 50-foot width right-of-way dedication, and the easterly line of a called 10.12-acre tract of land described in Warranty Deed with Vendor's Lien to Douglas Scharbauer, as recorded in Volume 866, Page 69, D.R.M.C.T., a distance of 50.00 feet to a found 5/8-inch iron rod with cap stamped “DUNAWAY ASSOC.” (herein referred to as “with cap”) for corner;

THENCE North 75 degrees 32 minutes 31 seconds East, departing said common line and crossing said Vanderpool tract along the northerly line of said 50-foot width right-of-way dedication, a distance of 800.09 feet to a found 5/8-inch iron rod with cap for corner at the intersection of said northerly line with the easterly line of said Vanderpool tract;

THENCE South 14 degrees 27 minutes 29 seconds East, departing the northerly line of said 50-foot width right-of-way dedication and crossing said Mockingbird Lane along the easterly line of said Vanderpool tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap for the southeast corner of said Vanderpool tract, being on the southerly line of said 50-foot width right-of-way dedication;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly lines of said Vanderpool tract and said 50-foot width right-of-way dedication, a distance of 799.95 feet to the POINT OF BEGINNING and containing 0.9183 acres (or 40,001 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

A plat of even date accompanies this metes and bounds description.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS REGISTERED MARK D. YALE 5975 PROFESSIONAL LAND SURVEYOR

4/2/2025

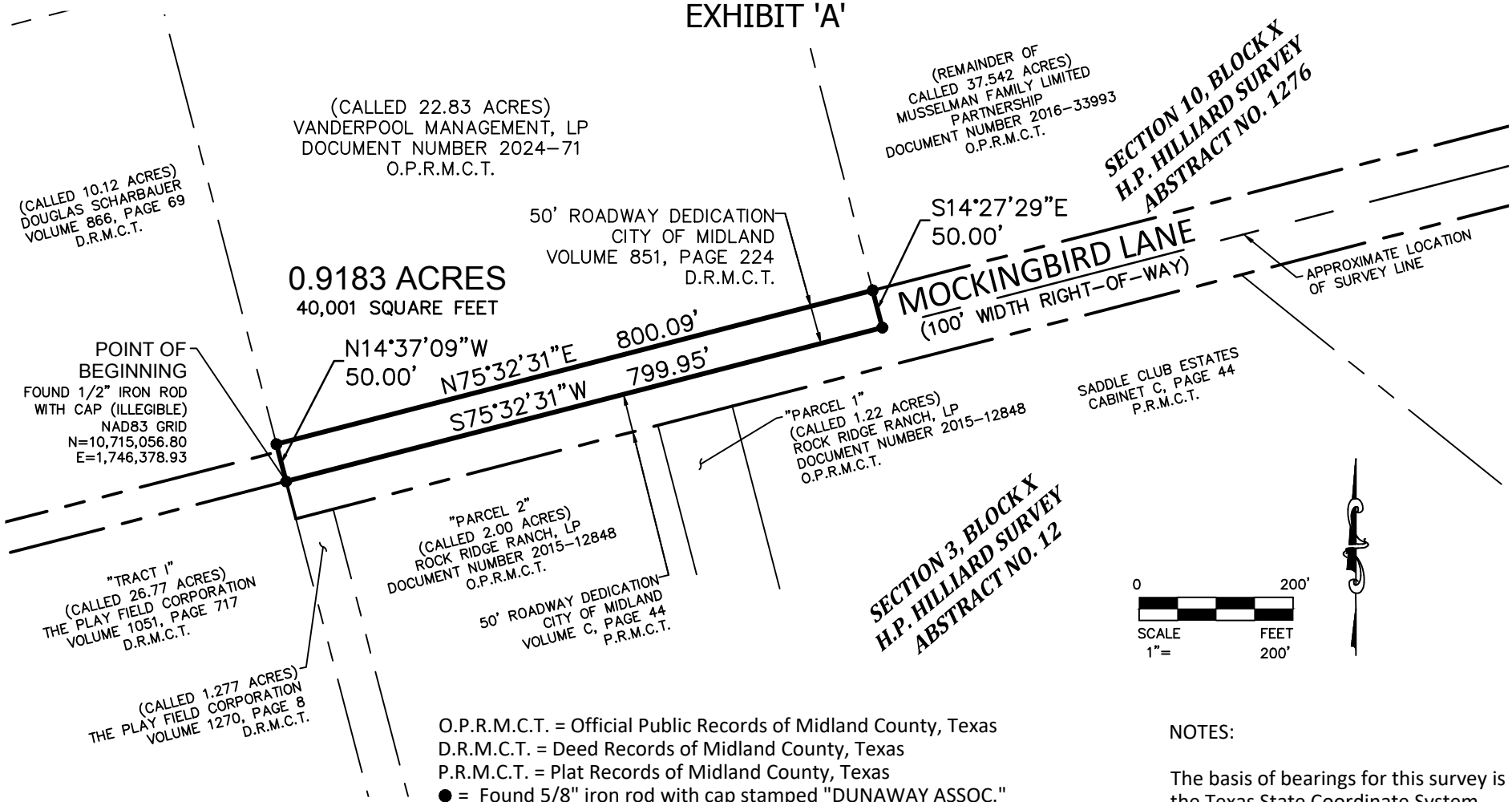
RIGHT-OF-WAY VACATION

0.9183 ACRES or 40,001 SQ. FT.
OF
VANDERPOOL MANAGEMENT, LP
DOCUMENT NUMBER 2024-71
O.P.R.M.C.T.
SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

PACKET 17.13 August 26, 2025

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:49 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Vanderpool ROW Survey Exhibit.dwg

EXHIBIT 'A'



O.P.R.M.C.T. = Official Public Records of Midland County, Texas
D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas
● = Found 5/8" iron rod with cap stamped "DUNAWAY ASSOC." (unless otherwise noted)

B012916.001

PAGE 2 OF 2

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS
REGISTERED
MARK D. YALE
5975
PROFESSIONAL
LAND SURVEYOR
4/2/2025

RIGHT-OF-WAY VACATION

0.9183 ACRES or 40,001 SQ. FT.
OF
VANDERPOOL MANAGEMENT, LP
DOCUMENT NUMBER 2024-71
O.P.R.M.C.T.
SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

August 26, 2025

PACKET 17.14

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 8:49 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Vanderpool ROW Survey Exhibit.dwg

1.194-Acre Portion of Mockingbird Lane

EXHIBIT 'A'

METES AND BOUNDS

BEING a 1.194-acre parcel of land situated in Section 10, Block X, H.P. Hilliard Survey, Abstract No. 1276, Midland County, Texas, and being part of a called 37.542 acre tract of land described in General Warranty Deed to Musselman Family Limited Partnership, as recorded in Document Number 2016-33993, Official Public Records of Midland County, Texas (O.P.R.M.C.T.), and being a portion of a 50-foot width right-of-way dedication of Mockingbird Lane to the City of Midland, as recorded in Volume 851, Page 224, Deed Records of Midland County, Texas (D.R.M.C.T.), said 1.194-acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with cap stamped "DUNAWAY ASSOC." (herein referred to as "with cap") for the southeast corner of a called 22.83-acre tract of land described in Special Warranty Deed to Vanderpool Management, LP, as recorded in Document Number 2024-71, O.P.R.M.C.T., being on the southerly line of said 50-foot width right-of-way dedication, and being locatable by NAD83 Grid Coordinate: N=10,715,256.51, E=1,747,153.49;

THENCE North 14 degrees 27 minutes 29 seconds West, departing the southerly line of said 50-foot width right-of-way dedication along the easterly line of said Vanderpool tract, a distance of 50.00 feet to a found 5/8-inch iron rod with cap for corner at the intersection of said easterly line with the northerly line of said 50-foot width right-of-way dedication;

THENCE North 75 degrees 32 minutes 31 seconds East, crossing said Musselman tract along the northerly line of said 50-foot width right-of-way dedication, a distance of 1,026.84 feet to a found 3-inch steel fence post for corner on said northerly line, being on the common easterly line of said Musselman tract and a westerly line of a tract of land described as "Tract 2" in Warranty Deed to Gary Kahler, Mark A. Payne, and Tommy J. Woodruff, as recorded in Volume 3041, Page 425, D.R.M.C.T.;

THENCE South 42 degrees 35 minutes 47 seconds East, departing the northerly line of said 50-foot width right-of-way dedication along said common line, a distance of 56.70 feet to a found 1/2-inch iron rod with cap stamped "WEST COMPANY MIDLAND" for the southeast corner of said Musselman tract, being on the southerly line of said 50-foot width right-of-way dedication;

THENCE South 75 degrees 32 minutes 31 seconds West, along the common southerly lines of said Musselman tract and said 50-foot width right-of-way dedication, a distance of 1,053.58 feet to the POINT OF BEGINNING and containing 1.194 acres (or 52,011 square feet) of land, more or less.

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

B012916.001

A plat of even date accompanies this metes and bounds description.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

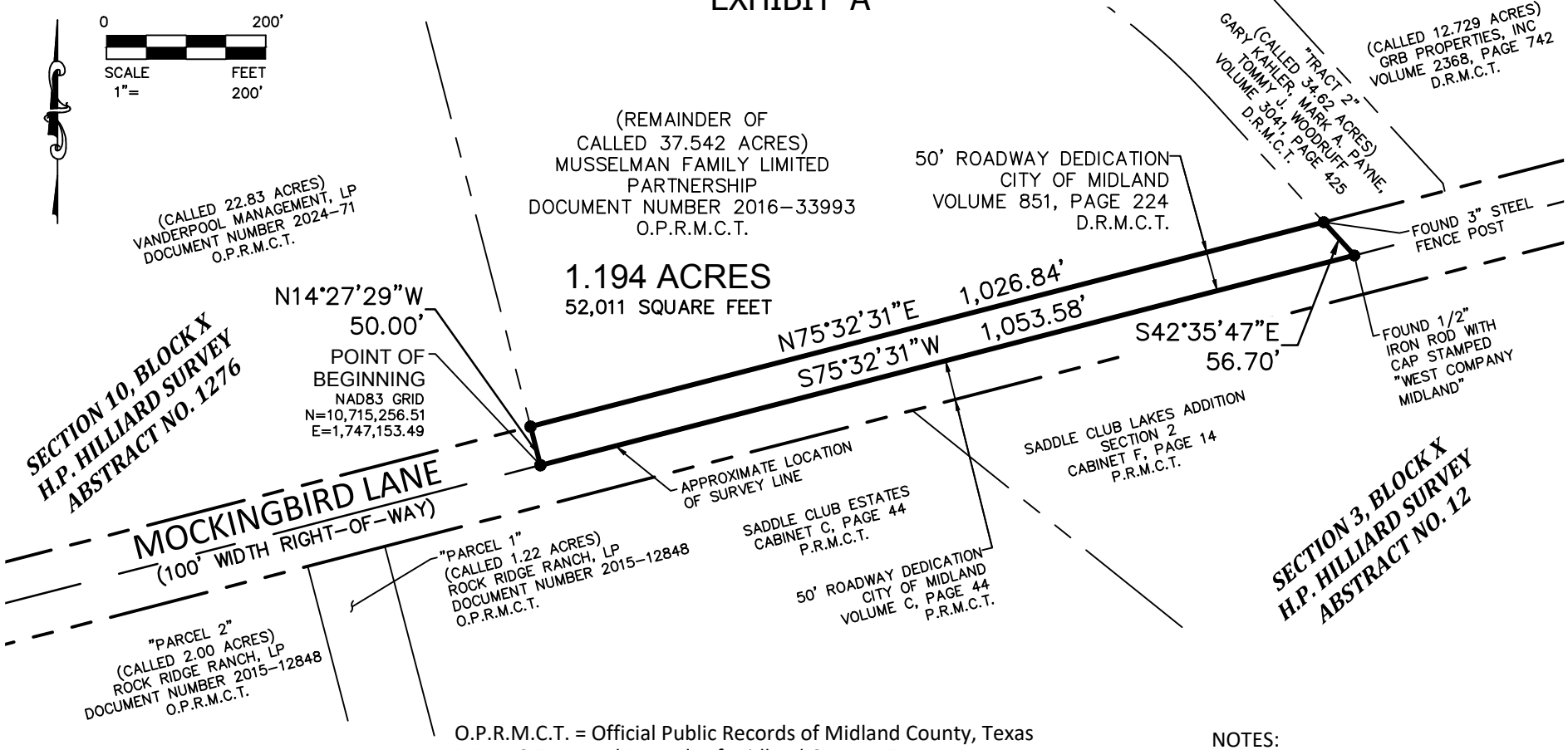
STATE OF TEXAS REGISTERED MARK D. YALE 5975 PROFESSIONAL LAND SURVEYOR

4/2/2025

RIGHT-OF-WAY VACATION
1.194 ACRES or 52,011 SQ. FT.
OF
MUSSELMAN FAMILY LIMITED PARTNERSHIP
DOCUMENT NUMBER 2016-33993
O.P.R.M.C.T.
SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 9:32 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Musselman ROW Survey Exhibit.dwg

EXHIBIT 'A'



O.P.R.M.C.T. = Official Public Records of Midland County, Texas
D.R.M.C.T. = Deed Records of Midland County, Texas
P.R.M.C.T. = Plat Records of Midland County, Texas
● = Found 5/8" iron rod with cap stamped "DUNAWAY ASSOC." (unless otherwise noted)

B012916.001

A metes and bounds description of even date accompanies this plat.

APRIL 4, 2025

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TBPELS REGISTERED SURVEYING FIRM NO. 10098100

STATE OF TEXAS REGISTERED MARK D. YALE 5975 PROFESSIONAL LAND SURVEYOR

4/2/2025

RIGHT-OF-WAY VACATION

1.194 ACRES or 52,011 SQ. FT.
OF
MUSSELMAN FAMILY LIMITED PARTNERSHIP
DOCUMENT NUMBER 2016-33993
O.P.R.M.C.T.
SITUATED IN
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY, ABSTRACT NO. 1276
CITY AND COUNTY OF MIDLAND, TEXAS

NOTES:

The basis of bearings for this survey is the Texas State Coordinate System, Central Zone, based upon GPS measurements. Distances and areas hereon are surface values. A combined scale factor of 0.9999209 was used for this project.

The surveyor prepared this survey without the benefit of a title commitment. Easements, right-of-way dedications, or other title matters affecting the subject property which may have been filed in the real property records may not be shown hereon.

PACKET 17.17 August 26, 2025

PLOTTED BY: Brandon Bullard ON: Friday, April 04, 2025 AT: 9:32 AM FILEPATH: P:\012900\012916\001\Survey\Drawings\B012916.001 Musselman ROW Survey Exhibit.dwg

EXHIBIT B

MIDLAND
Feel the Energy!

Office of the City Manager

July 24, 2025

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas, City and County of Midland, Texas, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is $51,466.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

Jose Ortiz
Deputy City Manager

EXHIBIT B

300 N. Loraine, Midland TX 79701 * 432-683-7102 * Fax 432-686-1600

Dunaway Project No. B013314.001

MIDLAND Planning Division

Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _

Case Number V-25-0068

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Dunaway		Phone (432) 217-0221 Email mmartinez@dunaway.com	
Address 4000 N. Big Spring Street Suite 101	City Midland	State TX	Zip 79705

Application is hereby made to the City Council to vacate the following:

- ☒ Right-of-Way
- ☐ Public Utility Easement
- ☐ Land
- ☐ Street

Description of Address: Near Mockingbird Ln. & A Street
Touching MCAD Accounts R57970, R227820 and R268

Reason for Request: To realign and privatize the access road and expand the ag uses.

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Site Plan (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Sharyland Utilities
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1 If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.

2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:

   a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.

   b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.

   c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

Applicant (signature) Date: 2/14/25

Affected Property Owners:

Signature:	Print: Collin Sewell	Date: 2/14/25
Signature:	Print: Henry Musselman	Date 2/17/25
Signature:	Print:	Date
Signature:	Print:	Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

FOR OFFICE USE ONLY

☑ 1 FOLDED Copy of Survey Plat ☑ Plans in Digital Format (PDF/JPEG)

☑ Application Fee

Check # 1738

Received By: Madelin Dayong Date:

****Application will not be considered for scheduling until reviewed by a planner.****

Outlook

RE: V-25-0068 Mockingbird Lane Vacation

From: DAldawas@midcad.org <DAldawas@midcad.org>
Sent: Mon 4/14/2025 7:01 AM
To: Britton Murry <bmurry@midlandtexas.gov>

Hello Britton,

Yes on same bases just take the cost per unit as I highlighted and multiply by the acres that are being vacated via the survey.

50 FT Right of Way: $20,000 per acre X .6722 Acres = $13,444

Monastirian Family: $19,000 per acre X 1.104 Acres = $21,402

Vanderpool Maria: $19,000 per acre X .9100 Acres = $19,530

Hope this helps let me know if you have additional questions sir.

Sincerely,
Daniel Aldawas , RPA
Appraisal Director
Midland Central Appraisal District

DAldawas@midcad.org
432-699-4001

Please note that any communication sent to Midland Central Appraisal District may become public record and made available for public/media review. ATTENTION PUBLIC OFFICIALS: A Reply to All of this e-mail could lead to violations of the

Jeffrey R. Henderson
Supervisor-PMDS

Oncor Electric Delivery
2014 E. HWY 377
P.O. Box 206
Stephenville, Texas 76401

July 17th, 2025

City of Midland, Midland County, TX
Britton Murry
Senior Planner
300 N. Loraine
Midland, TX 79702

RE: Mockingbird Lane Right-of-Way– Case File V-25-0068

Mr. Murry,

Oncor Electric Delivery has no objection to vacation of a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas

Please let me know if you have any questions.

Sincerely,

Jeffrey R. Henderson
Supervisor, PMDS
Oncor Electric Delivery Company

Outlook

RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

From: Luis Montes <Luis.Montes@optimum.com>
Date: Wed 4/23/2025 4:33 PM
To: Britton Murry <bmurry@midlandtexas.gov>

That is good to know, as long as those poles are not removed & relocated we will not have to do any relocations on our existing fiber plant on those poles.
As long as the easement remains we should be good.

From: Britton Murry <bmurry@midlandtexas.gov>
Sent: Wednesday, April 9, 2025 12:06 PM
To: Luis Montes <Luis.Montes@optimum.com>
Subject: RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

Caution: This is an external email and may contain suspicious content. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Luis,

The applicant requesting the vacation is not wanting to relocate the poles instead they want to leave them and provide a easement during the platting process. Does that change you comments?

Respectfully,

Britt Murry
Development Services
Senior Planner
(432) 685-7208
300 N. Loraine Midland, TX, 79701
MIDLAND
IN TEXAS

From: Luis Montes <Luis.Montes@optimum.com>
Sent: Tuesday, April 8, 2025 3:27 PM
To: Britton Murry <bmurry@midlandtexas.gov>
Subject: RE: External E-mail - V-25-0068 Mockingbird Lane Vacation

Outlook

Re: 0-25-2008 Mockingbird Lane Vacation

From: Ruben Suarez <ruben.suarez@outlook.com>
Sent: Friday, April 4, 2025 3:47 PM
To: Britt Murry <britt.murry@midlandtexas.gov>

Yes, approved!
Thank You
Ruben Suarez
Construction Coordinator
O: 432-231-3988
C: 432-631-5169
Ruben.Suarez@outlook.com
Proud Member of Local 178
Powered by NOV | Arnold | Nexus
ARNOLD.com

On Fri, Apr 4, 2025 at 1:50 PM Britt Murry <britt.murry@midlandtexas.gov> wrote:

> Yes sorrow. Thanks for getting back to me. Do you approve of this vacation?
>
> Regard Kelly,
>
> **Britt Murry**
> **Development Services**
> *Senior Planner*
> (432) 685-5508
> 200 N. Loraine Midland, TX, 79701
>
> MIDLAND
> TEXAS
>
> **From:** Ruben Suarez <ruben.suarez@outlook.com>
> **Sent:** Friday, April 4, 2025 2:14 PM
> **To:** Britt Murry <britt.murry@midlandtexas.gov>
> **Subject:** Re: 0-25-2008 Mockingbird Lane Vacation
>
> Yes sorry I did and just sub-contract so do not have any services in that section of the map that you have highlighted. Our service lead but on Mockingbird of the Cross section (4TH ST & and Mockingbird)
>
> **Thank You**
> Ruben Suarez
> **Construction Coordinator**
> O: 432-231-3988
> C: 432-631-5169
> Ruben.Suarez@outlook.com

Outlook

RE: V 25-0068 Mockingbird Lane Vacation

From: Britton Murry <bmurry@midlandtexas.gov>
Date: Tue 4/15/2025 4:52 PM
To: Lieb, Mark <Mark.Lieb@atmosenergy.com>

Excellent. I should have included their plan in my original email. Appreciate you working with us so quickly.

Respectfully,

Britt Murry
Development Services
Senior Planner
(432) 685-7338
300 N. Loraine Midland, TX, 79701
MIDLAND
Just Right

From: Lieb, Mark <Mark.Lieb@atmosenergy.com>
Sent: Tuesday, April 15, 2025 4:47 PM
To: Britton Murry <bmurry@midlandtexas.gov>
Subject: RE: V 25-0068 Mockingbird Lane Vacation

Britt:
I went ahead and revised the letter. We're good with a utility easement referenced in the replat.
Apologies for the delayed reply as I've been out of the office.
Thanks.

From: UNDERWOOD, JERRY D <ju3403@att.com>
Sent: Wednesday, April 9, 2025 12:09 PM
To: Britton Murry <bmurry@midlandtexas.gov>
Subject: Re: V-25-0068 Mockingbird Lane Vacation

I am good with that.

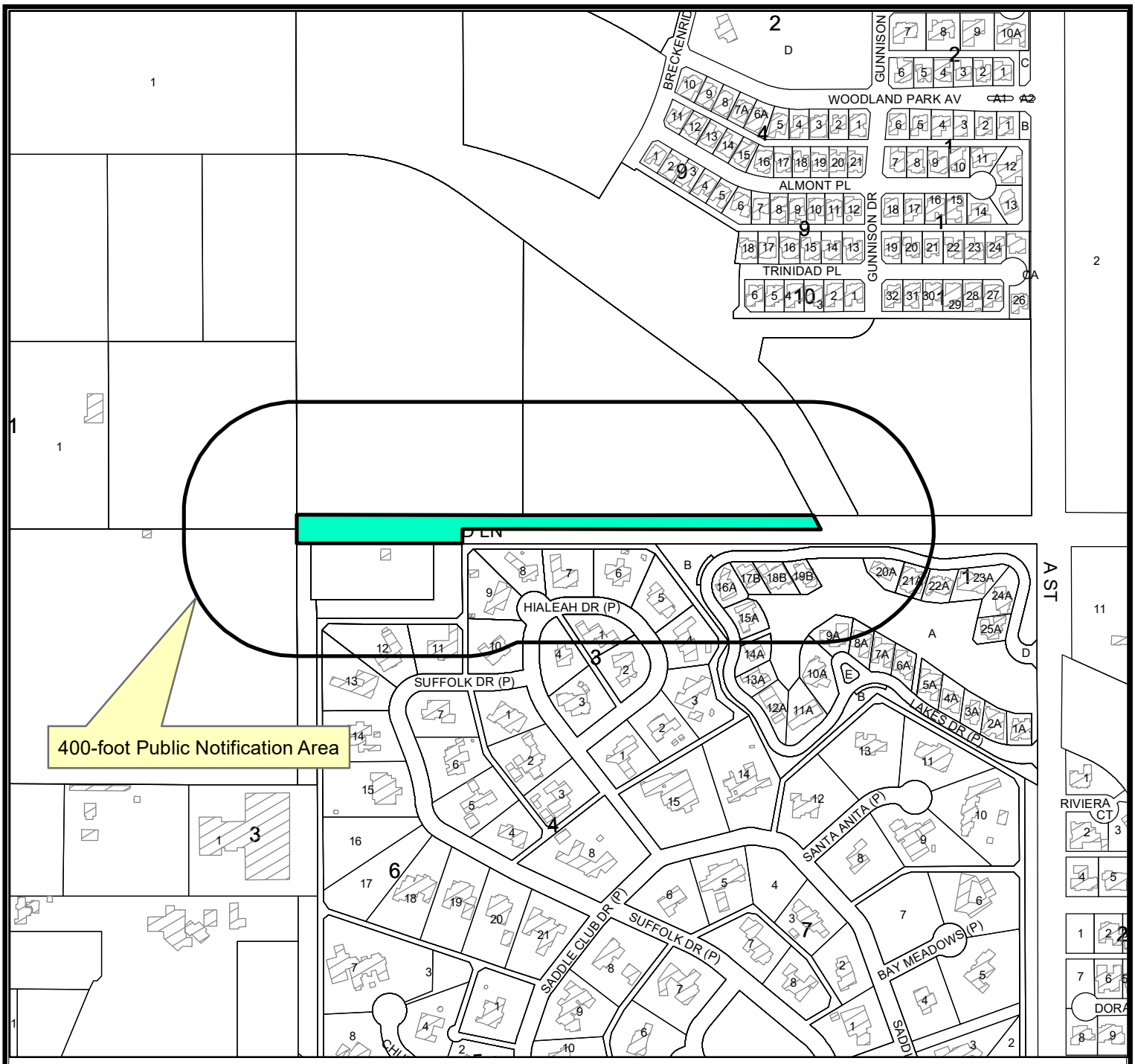
From: Britton Murry <bmurry@midlandtexas.gov>
Sent: Wednesday, April 9, 2025 12:06:24 PM
To: UNDERWOOD, JERRY D <ju3403@att.com>
Subject: RE: V-25-0068 Mockingbird Lane Vacation

Jerry,

The applicant requesting the vacation is not wanting to relocate the poles instead they want to leave them and provide a easement during the platting process. Does that change you comments?

Respectfully,

Britt Murry
Development Services
Senior Planner
(432) 685-7208
300 N. Loraine Midland, TX, 79701



Location Map

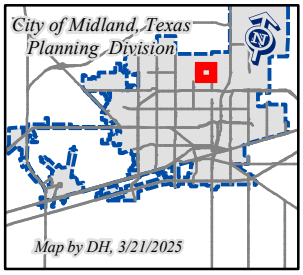
V-25-0068 **Scale: 1" = 505'**

Consider a request by Dunaway for a 0.6722-acre portion of Mockingbird Lane right-of-way out of Section 3, Block X, H.P. Hilliard Survey, and a 0.9183-acre portion and a 1.194-acre portion of Mockingbird Lane right-of-way, both out of Section 10, Block X, H.P. Hilliard Survey, all located in the City and County of Midland, Texas.

Generally located on Mockingbird Lane, approximately 776 feet west of North A Street. (District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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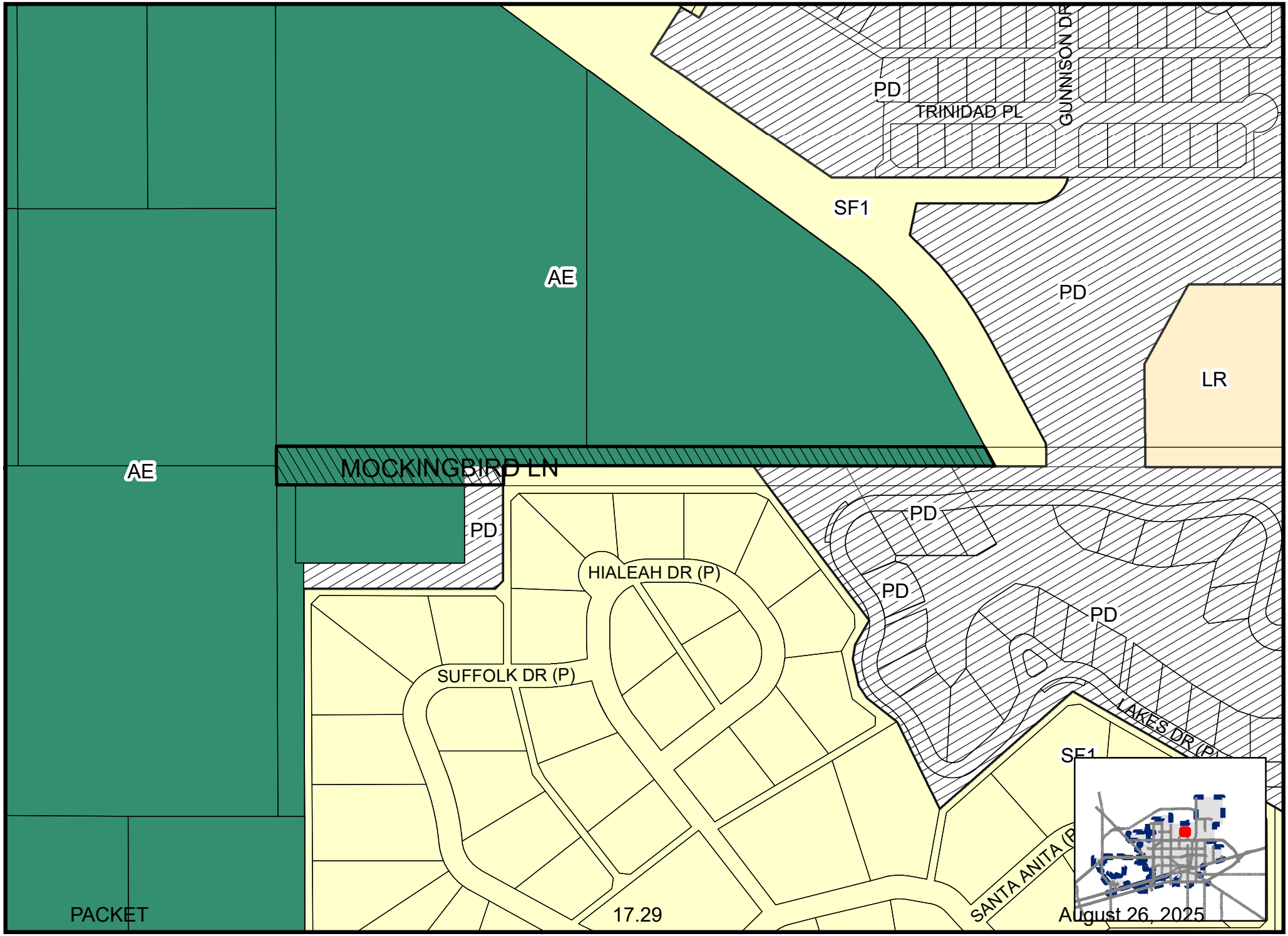

Map DH, 3/21/2025

V-25-0068

Scale: 1" = 310'

ZONING MAP

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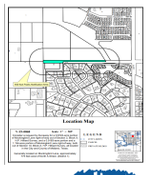
MIDLAND
Be the Energy!
VACATION
MOCKINGBIRD LANE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Representative:** Melanie Martinez, with Dunaway
- **Location:** Generally located on Mockingbird Lane, approximately 775 feet west of North A Street. (District 1)
- **Reason for Request:** To realign and privatize the access road and for agricultural use



2

DETAILS OF REQUEST

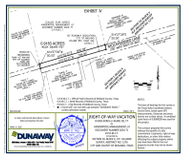
- Musselman Family Limited Partnership
- This portion includes 1.194-acres of right-of-way
- The plat will be required to include the vacated portion into the lot

DETAILS OF REQUEST

- Saddle Club Estates
- This portion includes 0.6722-acres of right-of-way
- The plat will be required to include the vacated portion into the lot

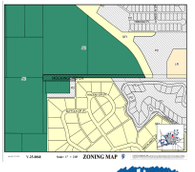
DETAILS OF REQUEST

- Vanderpool Management, LP
- This portion includes 0.9183-acres of right-of-way
- The plat will be required to include the vacated portion into the lot



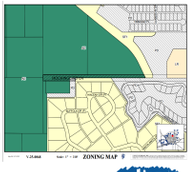
ZONING

- **Current Zoning:** AE, Agricultural Estate District and PD, Planned Development District for a Transitional District
- **Surrounding Zoning:**
  - **North/West:** AE, Agricultural Estate District



ZONING

- **Surrounding Zoning:**
  - **South:** AE, Agricultural Estate District, SF-1, Single-Family Dwelling District, PD, Planned Development District for a Transitional District, and PD, Planned Development District for a Housing Development
  - **East:** SF-1, Single-Family Dwelling District and PD, Planned Development District for a Housing Development



LAND USE

- **Current Use:** Right-of-Way
- **Surrounding Uses:**
  - **North:** Vacant
  - **South:** Single-Family Housing
  - **East:** Right-of-Way
  - **West:** Access Easement
- **Proposed Use:** Agricultural Use

On Mockingbird Lane, Looking West

RELATED ITEMS

- The preliminary plat associated with this vacation request was approved by the Planning and Zoning Commission on April 21, 2025.
- The vacation request must be approved by City Council before the applicant can submit the final plat.

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. The City of Midland has received from the abutting property owner(s) the sum of $51,466.00; and

B. A plat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 18

Meeting Date: August 12, 2025, August 26, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456 ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf Ryan and Heather Rowland, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for the property located at 4504 Mockingbird Lane in order to subdivide the property into 5 lots.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned AE, Agricultural Estate District. Per Section 5.04 – Residential

Zoning District Dimensional Regulations Chart, the minimum lot area is 2.00-acres for the AE, Agricultural Estate zoning district. The applicant is in the process of platting this tract of land into five lots. Four of the five proposed lots do not meet the 2.00-acre requirement for AE zoning, with the smallest lot being 1.363-acres. Even with all of the surrounding zoning being AE, Agricultural Estate District, multiple lots in this area do not meet the 2.00-acre minimum lot requirement. The surrounding lots that are under 2.00-acres are considered existing non-conforming lots due to their establishment prior to the new zoning ordinance regulations. Based off of the multiple surrounding lots in this area that also do not meet the 2.00-acre minimum lot size requirement, the proposed subdivision would not affect the character of the neighborhood.

The subject property is currently vacant. If the special exception and final plat are approved, the owner plans to construct five single-family dwellings for each respective lot. The special exception must be approved prior to final plat submittal.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Oil and Gas: (Approved)

No Oil & Gas issues for Zoning

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved with conditions):

Staff recommends approval of this request as it won't affect the safety, comfort and welfare of the occupants in the area who are enjoying the same privileges of reduced lot sizes subject to the following conditions.

Conditions:

A. **That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance**

B. **That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.**

Letters of Objection:

Staff has not received any letters of objection as of August 1, 2025.

Attachments:

Survey
Application
Maps
Aerial
Site Photo
PowerPoint Presentation

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 9.456-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF ORIOLE DRIVE AND MOCKINGBIRD LANE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as a 9.456-acre tract of land out of the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas (the "Property"), said Property being more fully described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes. Said special exception shall allow a reduced minimum lot area for four lots on the Property.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance.

B. That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

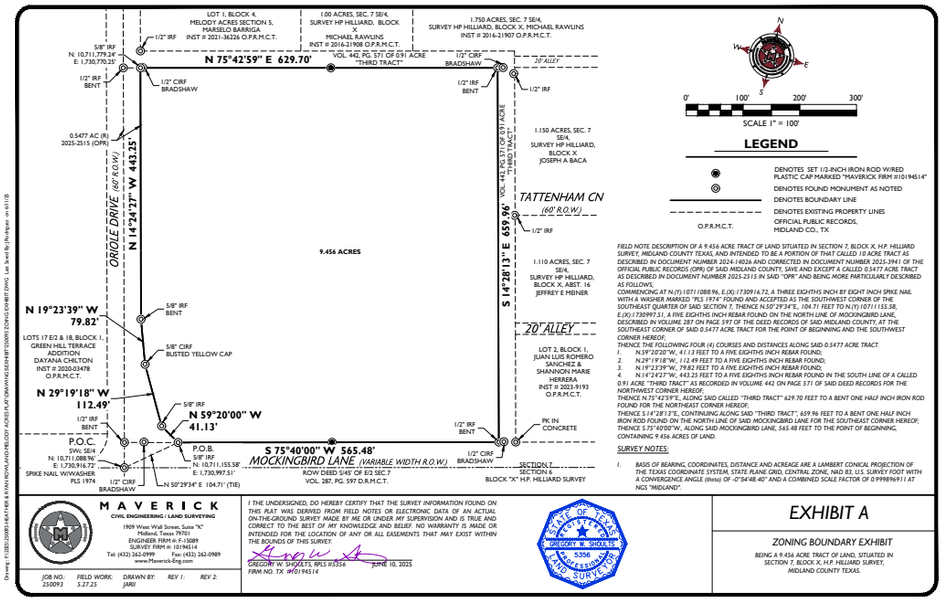
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney



FIELD NOTE DESCRIPTION OF A 9.456 ACRE TRACT OF LAND SITUATED IN SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY TEXAS, AND INTENDED TO BE A PORTION OF THAT CALLED 10 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2024-14026 AND CORRECTED IN DOCUMENT NUMBER 2025-3941 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, SAVE AND EXCEPT A CALLED 0.5477 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2025-2515 IN SAID "OPR" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT N.(Y) 10711088.96, E.(X) 1730916.72, A THREE EIGHTHS INCH BY EIGHT INCH SPIKE NAIL WITH A WASHER MARKED "PLS 1974" FOUND AND ACCEPTED AS THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, THENCE N.50°29'34"E., 104.71 FEET TO N.(Y) 10711155.58, E.(X) 1730997.51, A FIVE EIGHTHS INCH REBAR FOUND ON THE NORTH LINE OF MOCKINGBIRD LANE, DESCRIBED IN VOLUME 287 ON PAGE 597 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT THE SOUTHEAST CORNER OF SAID 0.5477 ACRE TRACT FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER HEREOF;

THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID 0.5477 ACRE TRACT.

1. *N.59°20'00"W., 41.13 FEET TO A FIVE EIGHTHS INCH REBAR FOUND;*
2. *N.29°19'18"W., 112.49 FEET TO A FIVE EIGHTHS INCH REBAR FOUND;*
3. *N.19°23'39"W., 79.82 FEET TO A FIVE EIGHTHS INCH REBAR FOUND;*
4. *N.14°24'27"W., 443.25 FEET TO A FIVE EIGHTHS INCH REBAR FOUND IN THE SOUTH LINE OF A CALLED 0.91 ACRE "THIRD TRACT" AS RECORDED IN VOLUME 442 ON PAGE 571 OF SAID DEED RECORDS FOR THE NORTHWEST CORNER HEREOF;*

THENCE N.75°42'59"E., ALONG SAID CALLED "THIRD TRACT" 629.70 FEET TO A BENT ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°28'13"E., CONTINUING ALONG SAID "THIRD TRACT", 659.96 FEET TO A BENT ONE HALF INCH IRON ROD FOUND ON THE NORTH LINE OF SAID MOCKINGBIRD LANE FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°40'00"W., ALONG SAID MOCKINGBIRD LANE, 565.48 FEET TO THE POINT OF BEGINNING, CONTAINING 9.456 ACRES OF LAND.

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.9998969111 AT NGS "MIDLAND".*

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

JOB NO.:	FIELD WORK:	DRAWN BY:	REV 1:	REV 2:
250093	5.27.25	JARII		

I THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

GREGORY W. SHOULTS, RPLS #5356 *JUNE 10, 2025*
FIRM NO. TX #10194514

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

EXHIBIT A

ZONING BOUNDARY EXHIBIT

BEING A 9.456 ACRE TRACT OF LAND, SITUATED IN SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY TEXAS.

Drawing: E:\2025\250093\-MEA FARM & RANCH-MELODY ACRES PLAT\DRAWING\SEAMLET\250093-ZONING EXHIBIT.DWG | Last Saved by the Engineer on 6/11/25

Envelope ID: B5E9D9A-101F-4E08-BIF0-AC9457E3E97F

Special Exception Application

Project Number:_____

Case Number:_____

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: JUNE G. GUERE
Address: _____ City: _____ Phone: ( ) _____ Email: _____ State: _____ Zip: _____

Property Owner
Printed Name: RYAN AND HEATHER ROWLAND
Address: 2479 Tourna CT City: MIDLAND Phone: (806) 705-4554 Email: hrowland@gmail.com State: TX Zip: 79705

Representative *(if different from Applicant or Property Owner)*
Firm: WHITEBOX ENGINEERING
Printed Name: ADELEC DEVINE
Address: 1908 W WALL STREET, SUITE K City: MIDLAND Phone: (432) 262-0808 Email: adevine@whitebox-eng.com State: TX Zip: 79701

Street Address: 4164 MOCKINGBIRD LANE

Legal Description
Lot: Block: Subdivision: SEE ATTACHED SURVEY

Current Zoning: AC

This property qualifies as an exception to the City Code because:
- ☐ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: TO CREATE LOTS THAT ARE UNDER THE 2-ACRE REQUIREMENT

Submittal and Fees
Items to be submitted with this application form:
- Application Fee – Payable to the *City of Midland*:
- Dimensioned Site Plan showing:
  - Lot Lines
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Docusign Envelope ID: 5D2A5B5A-12F7-4E8B-BF9A-AC5A8 1E23B7F

Signatures

Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Cran Hartland	Date: 7/7/2025
Property Owner (printed): Cran Hartland	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Miller, who, being by me duly sworn, upon oath says: That (s)he is authorized by Andrew and Ryan Rochell, the owner of the above described property, to fully represent him/her in this application and that (s)he has the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 9th day of July, 20 25, to certify which witness my hand and seal of office.

JENNIFER DAVIS
Notary Public, State of Texas
Comm. Expires 09/17/2028
Notary ID 134451219

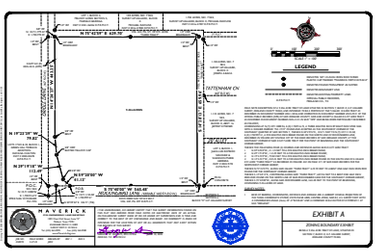
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

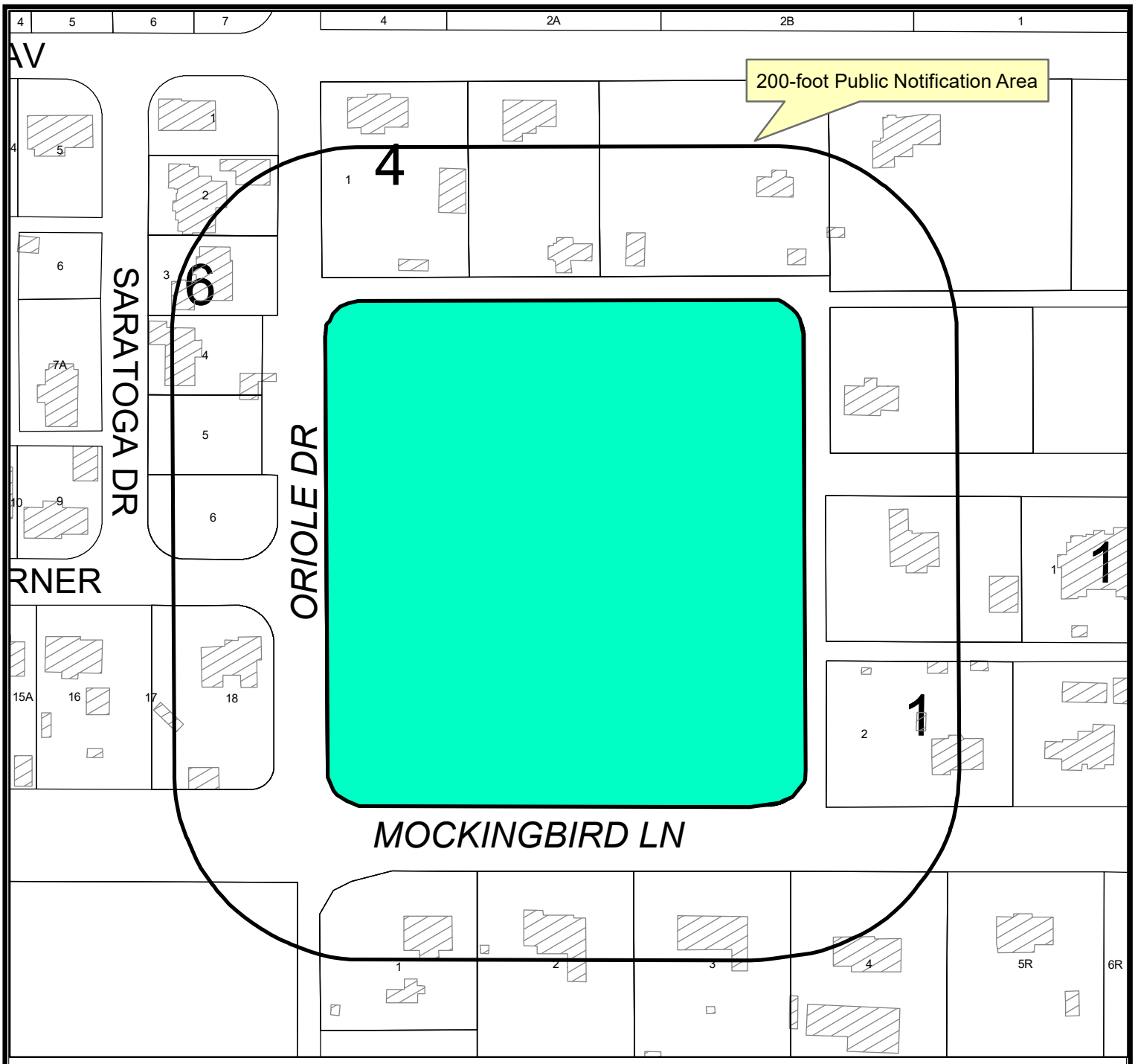
FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check #: 5434	
Received By: MBX	RECEIVED JUL 09 2025

Initial _____

"Application will not be considered for scheduling until reviewed by a planner."


LEGEND
EXHIBIT A
MAVERICK



Location Map

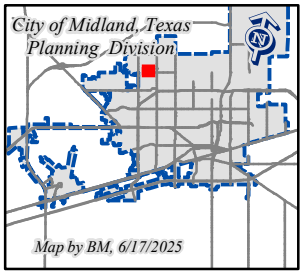
E-25-0143 **Scale: 1" = 186'**

Consider a request by Maverick Engineering, on behalf of Ryan and Heather Rowland, for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a reduced minimum lot area for a 9.456-acre tract of land located in the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Oriole Drive and Mockingbird Lane. (Council District 4)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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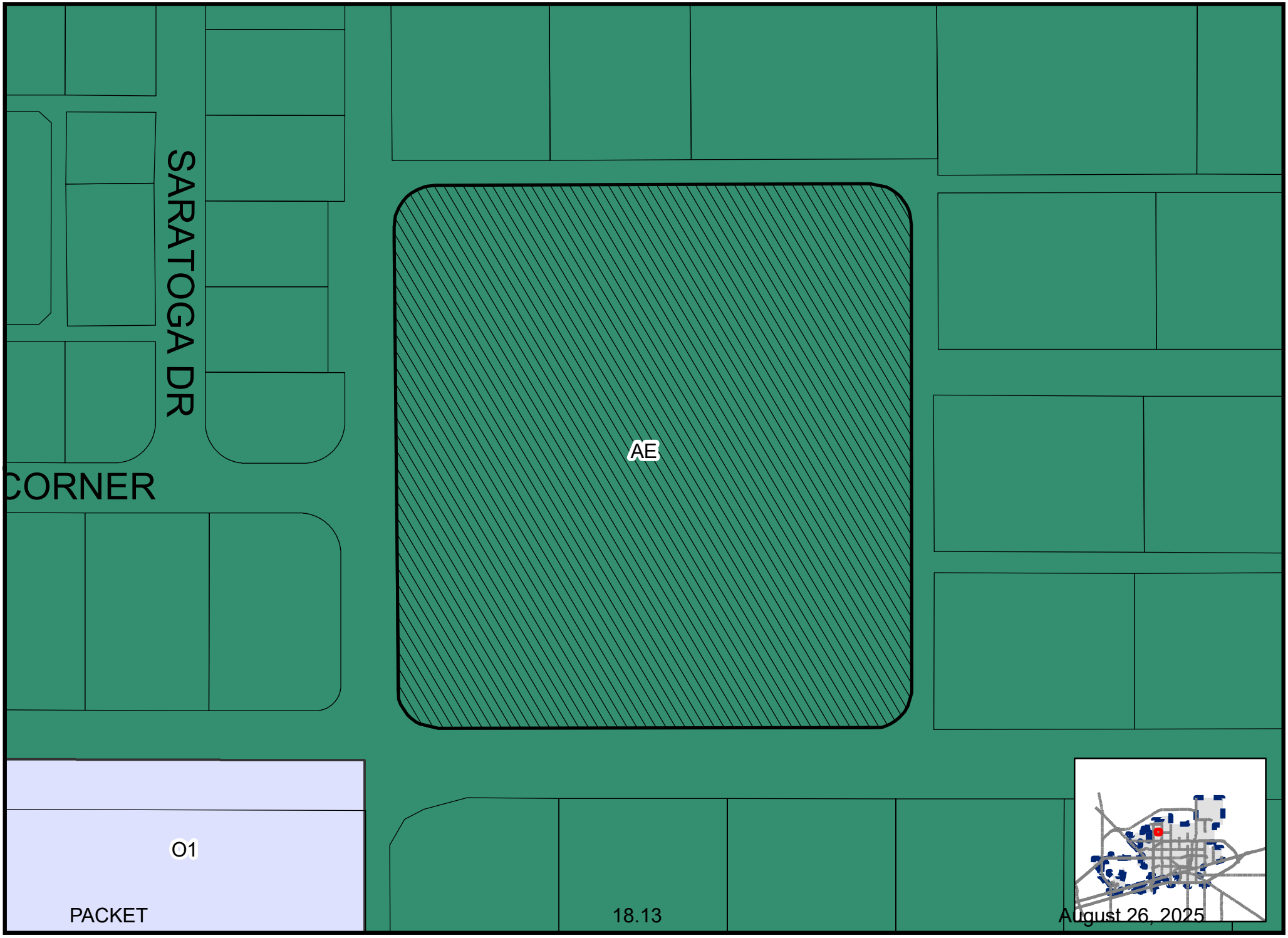

Map by BM, 6/17/2025

E-25-0143

Scale: 1" = 145'

ZONING MAP

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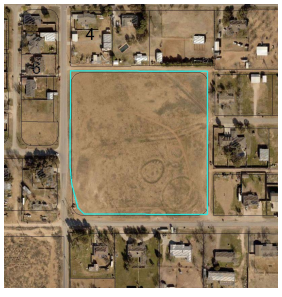
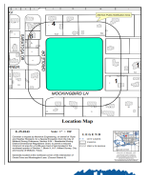


MIDLAND
Be the Energy!
ITEM
SPECIAL EXCEPTION
4504 MOCKINGBIRD LANE
Visit Our Website
MIDLANDTEXAS.GOV

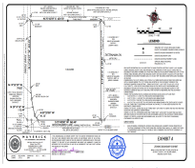
APPLICATION SUMMARY

- **Applicant/Property Owner:** Ryan and Heather Rowland
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 4504 Mockingbird Lane (Council District 4)
- **Reason for Request:** For a reduced minimum lot size for four proposed residential lots



DETAILS OF REQUEST

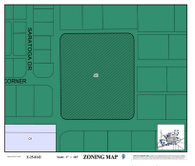
- **Code Requirement:** The minimum lot area for the AE, Agricultural Estate District is 2.00-acres per Section 5.04-Residential Zoning District Dimensional Regulations Chart.
- **Variance Requested:** A reduced minimum lot area for four of the five proposed lots with the smallest proposed lot being 1.363 acres.



3

ZONING

- **Current Zoning:** AE, Agricultural Estate District
- **Surrounding Zoning:**
  - **North/South/East/West:** AE, Agricultural Estate District



4

LAND USE

- **Current Use:** Vacant
- **Surrounding Uses:**
  - **North/South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing

On Mockingbird Lane, Looking North

RELATED ITEMS

- In addition to the special exception request, the property is currently in the platting process. The preliminary plat associated with this property is scheduled for the August 18, 2025, Planning and Zoning Commission Meeting.

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That said special exception shall be of no force or effect unless the Property is subdivided into five lots, as described in Subsection B below, after the final adoption of this ordinance.

B. That one lot shall have a lot area of four acres, and the remaining four lots shall have a minimum lot area of 1.363 acres.

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number:

Meeting Date: **August 12, 2025, August 26, 2025**

To: **City Council / City Manager**

From: **Lori Elliott, Planner**

Subject: **AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Matthew Johns is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 4.09– Accessory Buildings and Uses, to permit reduced side and front yard setbacks on the west and south side of the property to allow for two accessory buildings at a property located at 3217 Lockheed Drive.

Recommended City Council Action:

Approval

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned SF-1, Single-Family Dwelling District. Per Section 4.09 – Accessory Buildings and Uses, the minimum setback requirement is fifteen (15') feet for the SF-1, Single-Family Dwelling District. The applicant would like to reduce the side and rear yard setbacks to one foot (1') to allow for the addition of two accessory buildings.

The applicant is requesting this special exception to add two accessory buildings located at 3217 Lockheed Drive. However, with the side and rear yard setbacks for SF-1, Single- Family Dwelling District, being 15 feet, it is not currently possible to do so. With reduced side and rear yard setbacks of 1 foot, the applicant would be allowed to add the accessory buildings.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code Compliance: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

Planning (Approved):

The 15-foot minimum side and front yard setbacks for accessory buildings in SF-1 does not allow for the applicant's request to add two accessory buildings. Granting this special exception would reduce the front and side yard setback to 1 foot and therefore allow for the applicant to add the accessory buildings while also being in compliance.

Staff recommends approval of this request, subject to the following special conditions:

Conditions:

A. **That the minimum side yard setback on the west side of the Property shall be one (1') foot.**

B. **That the minimum rear yard setback shall be one (1') foot.**

C. **That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory buildings identified as "Shed #1" and "Shed #2" in the site plan, which is attached hereto as Exhibit A and incorporated herein.**

Letters of Objection:

Staff has received one letter of objection as of August 1, 2025.

Attachments:

Exhibit A
Application
Maps
PowerPoint

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 72.5 FEET OF LOT 4, BLOCK 6, SKYLINE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MIDKIFF ROAD AND LOCKHEED DRIVE), BY PERMITTING (1) A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF SAID PROPERTY AND (2) A REDUCED REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the west 72.5 feet of Lot 4, Block 6, Skyline Heights Addition, City and County of Midland, Texas (the "Property"). Said special exception shall allow (1) a reduced minimum side yard setback on the west side of the Property and (2) a reduced rear yard setback.

SECTION TWO. Said special exception is subject to the following special conditions:

A. That the minimum side yard setback on the west side of the Property shall be one foot (1').

B. That the minimum rear yard setback shall be one foot (1').

C. That the reduced minimum side yard setback and the reduced minimum rear yard setback described herein shall apply only to the accessory buildings identified as "Shed #1" and "Shed #2" in the site plan, which is attached hereto as Exhibit A and incorporated herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

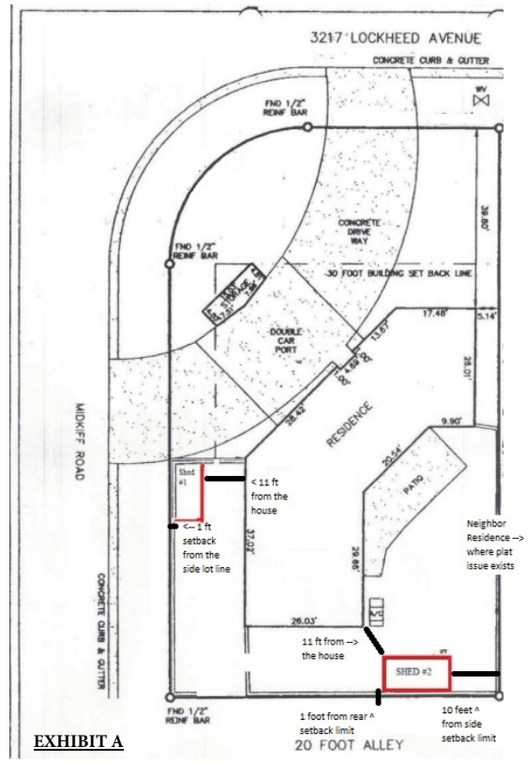

3217 LOCKHEED AVENUE
CONCRETE CURB & GUTTER
FND 1/2" REINF BAR
CONCRETE DRIVE WAY
30 FOOT BUILDING SET BACK LINE
DOUBLE CAR PORT
RESIDENCE
PATIO
MIDKIFF ROAD
CONCRETE CURB & GUTTER
Shed #1
< 11 ft from the house
<-- 1 ft setback from the side lot line
Neighbor Residence --> where plat issue exists
11 ft from --> the house
SHED #2
1 foot from rear ^ setback limit
10 feet ^ from side setback limit
20 FOOT ALLEY

EXHIBIT A

MIDLAND
Planning Division

Special Exception Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Matthew Johns		Phone (432) 202-5635 Email blackthorne2911@gmail.com	
Address 3217 Lockheed Dr	City Midland	State TX	Zip 79701

Property Owner Printed Name: Matthew Johns		Phone (432) 202-5635 Email blackthorne2911@gmail.com	
Address 3217 Lockheed Dr	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Matthew Johns		Phone (432) 202-5635 Email blackthorne2911@gmail.com	
Address	City	State	Zip

Street Address: 3217 Lockheed Dr Midland, TX 79701

Legal Description
Lot: 4 Block: 6 Subdivision: Skyline Heights

Current Zoning:

This property qualifies as an exception to the City Code because:

- ☐ It is an expansion of a nonconforming use.
- ■ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: The 2019 setback restrictions prevent me from building a detached accessory building almost anywhere within my property lines. There are numerous sheds near/next to me that do not follow these setback limits whether it is my neighbors or another corner lot.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 6/25/25
Applicant (printed): Matthew Johns	
Property Owner (signature):	Date: 6/25/25
Property Owner (printed) : Matthew Johns	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

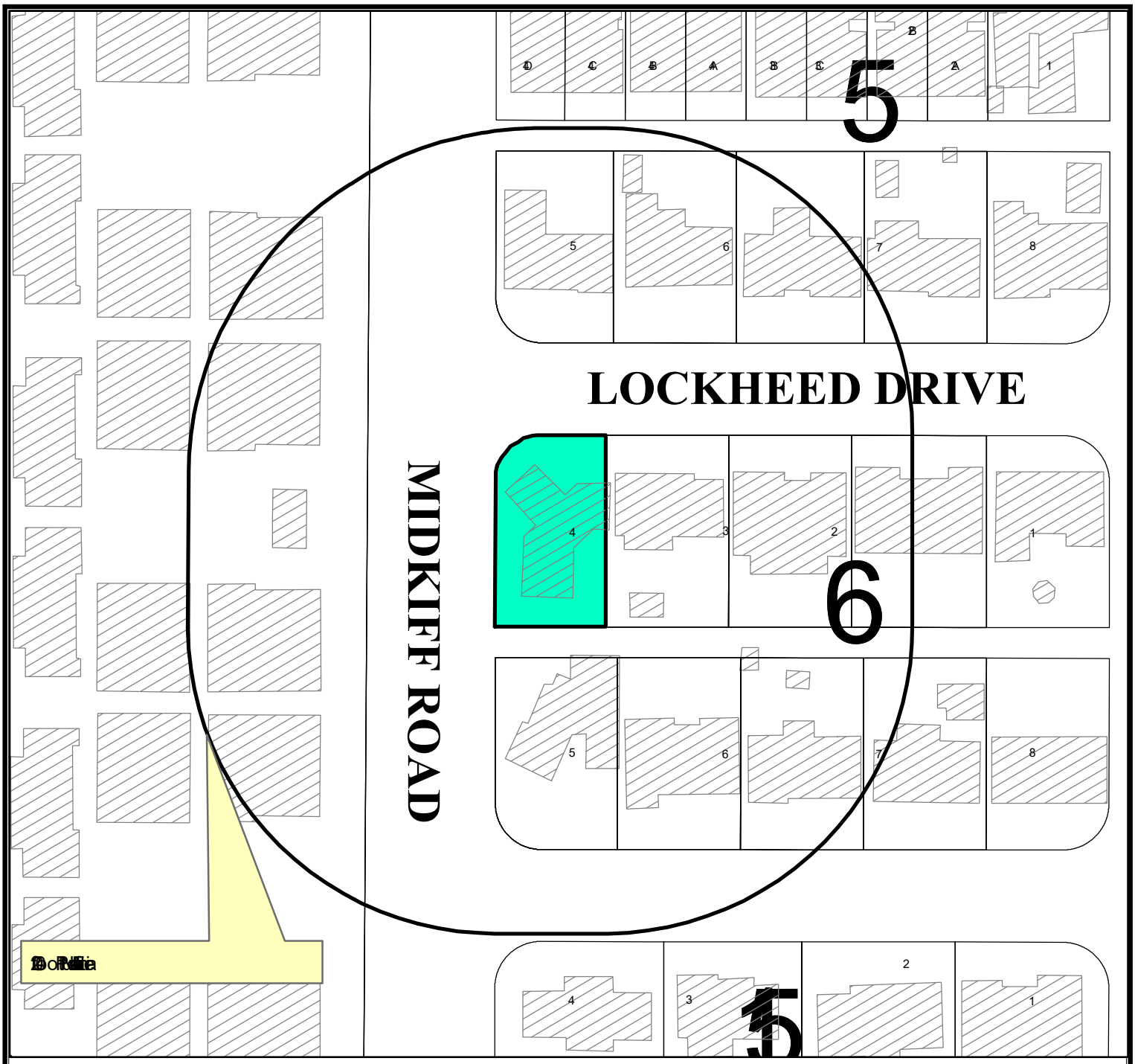
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By: Alexis	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

3217 LOCKHEED AVENUE
CONCRETE CURB & GUTTER
N74°05'16"E 42.40'
[N]
PKG LOT VIEW BOX
LAND OF: PARCEL
CONCRETE WALK
20 FOOT MINIMUM SET BACK LINE
CONCRETE CURB
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
HOUSE
PROPERTY LINE
PROPERTY LINE
PROPERTY LIN

LOCKHEED DRIVE
MIDKIFF ROAD



Location Map

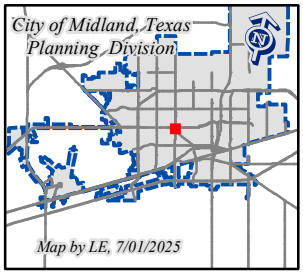
E-25-0142 **Scale: 1" = 1,117'**

Consider a request by Matthew Johns for a Special Exception from the City of Midland Zoning Ordinance, Section 4.09- Accessory Buildings and Uses, to allow for (1) a reduced minimum side yard setback and (2) a reduced minimum rear yard setback for two accessory buildings on the west 72.5 feet of Lot 4, Block 6, Skyline Heights Subdivision, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of Midkiff Road and Lockheed Drive. (Council District 3)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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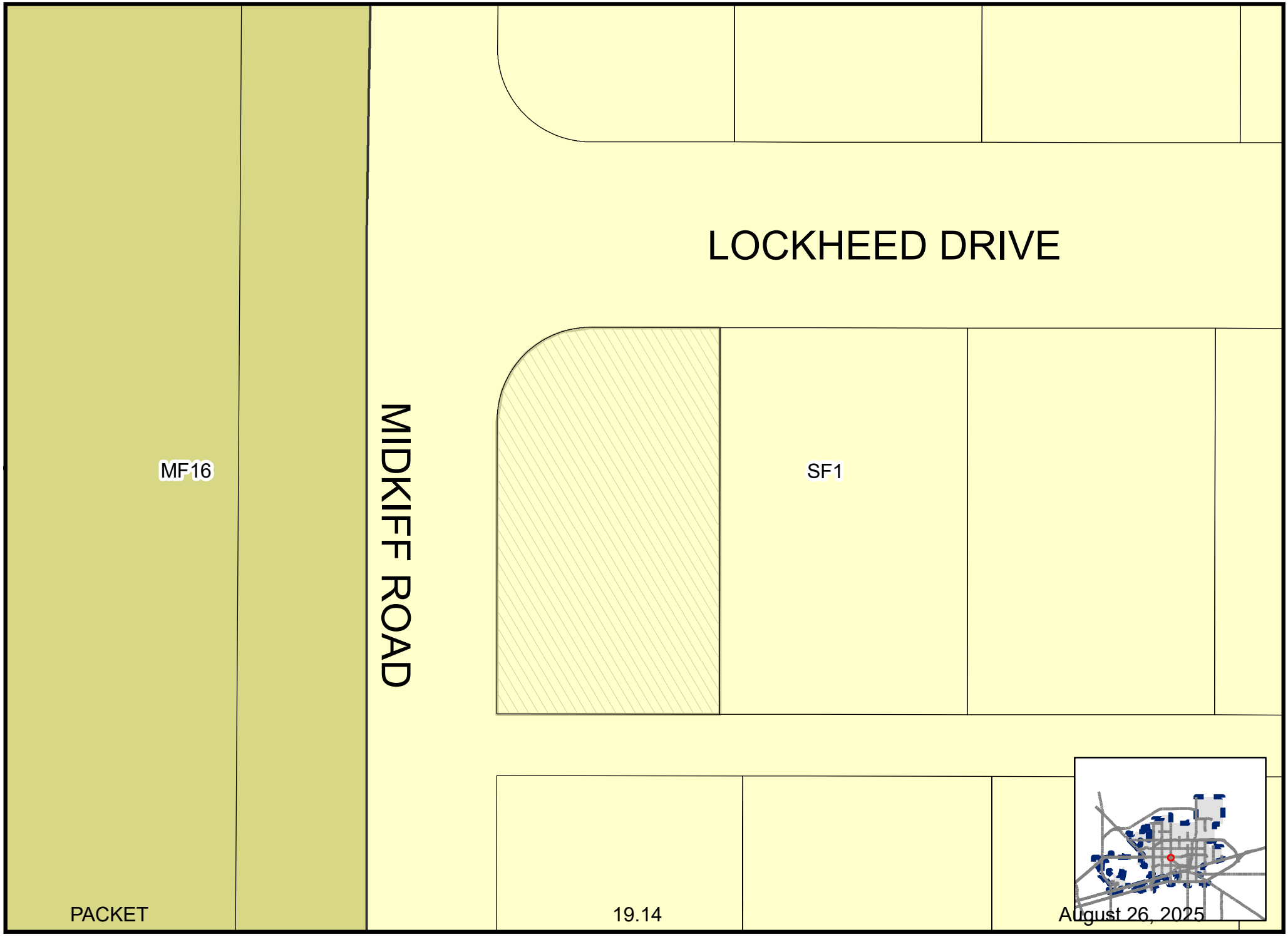

Map by LE, 7/01/2025

E-25-0142

Scale: 1" = 466'

ZONING MAP

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MIDLAND
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SPECIAL EXCEPTION
3217 LOCKHEED DRIVE
Visit Our Website
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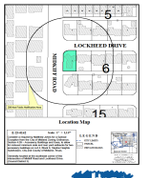
APPLICATION SUMMARY

- **Applicant/Property Owner/Representative:** Matthew Johns
- **Location:** 3217 Lockheed Drive
- **Reason for Request:** to request reduced minimum side and rear yard setbacks to allow for two accessory buildings



2

DETAILS OF REQUEST

- **Code Requirement:** Section 4.09- Accessory Buildings and Uses: minimum side yard and rear yard setback requirement is fifteen (15') for corner lots between 7500 square feet and 21,999 square feet
- **Variance Requested:** Applicant requests minimum side and rear yard setbacks of one (1') foot

ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
  - **North/South/East:** SF-1, Single-Family Dwelling District
  - **West:** MF-16, Multiple-Family Dwelling District

4

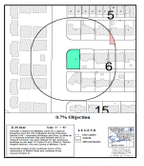
LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
  - **North/South/East/West:** Residential
- **Proposed Use:** Residential

On Lockheed Drive, Looking South

OBJECTIONS

- One objection has been received resulting in a 0.7% objection percentage. Supermajority vote is not required for approval.
- Protestors voiced concerns about the building on the (west) side yard being a sight obstruction when turning left from Lockheed Drive onto Midkiff Road.



STAFF'S RECOMMENDATION

- One objection was received.
- Staff recommends approval of this request with the following conditions:

A. That the minimum side yard setback shall be one foot (1').

B. That the minimum rear yard setback shall be one foot (1').

C. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

8

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 20

Meeting Date: August 12, 2025

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT, TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Maverick Engineering, on behalf of Planet Paintless, is requesting a Zone Change for a property located at 3415 West Wall Street from RR, Regional Retail District, to C, Commercial District, to be able to operate an automobile body shop which is not allowed in the current zoning.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality Of Life And Place

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The adjacent property to the west and east is zoned RR, Regional Retail and is currently being used as a hotel. The properties to the north are zoned RR, Regional Retail District being used as print shop and PD, Planned Development for a Transition District and it is being operated as a medical clinic. The property to the south is zoned C, Commercial District and it is being used as a hotel.

Analysis:

The subject property, located at 3415 W. Wall Street, was previously utilized as a window tinting business. The applicant is requesting a zoning change to permit the operation of an automobile body shop, a use that is not currently allowed under the existing zoning designation. The surrounding area is characterized by a concentration of vehicle-related businesses, and the proposed use would be consistent with the prevailing land use pattern. Approving this request would promote a more cohesive and compatible commercial corridor along W. Wall Street.

The Tall City Tomorrow Comprehensive Plan, Chapter 3, which designates the area as a Special Study Area (SPA) and no specific policies have been established for it at this time.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant’s Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from **Engineering**

and Traffic Operations. [For Applicant's Information Only.]

Oil & Gas: (Approved)

No Oil & Gas issues for Zoning.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

Staff recommends the approval of this request from an initial zoning of RR, Regional Retail District to C, Commercial District.

Letters of Objection:

As of August 1, 2025, Staff has not received any letters of objection.

Attachments:

Application
Plat
Location Map
Zoning Map
Aerial
Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.96-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO C, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF WEST WALL STREET, APPROXIMATELY 85 FEET NORTH OF FRONT STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.96-acre tract of land out of the southwest quarter of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (the "Property"), said Property being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein, to C, Commercial District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to C, Commercial District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

GF# 1901552400424

After Recording Return to:
Planet Paintless, LLC
1902 W Florida Ave.
Midland, TX 79701

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: December 31, 2024

Grantor: ARCY Properties, LLC, a Texas limited liability company

Grantee: Planet Paintless, LLC

Grantee's Mailing Address: 1902 W Florida Ave., Midland, TX 79701

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a Note of even date herewith executed by Grantee and payable to the order of **CITY BANK ("LENDER")** in the original principal sum of **ONE MILLION FOUR HUNDRED FORTY THOUSAND & NO/100 DOLLARS ($1,440,000.00)**. The Note is secured by a superior vendor's lien and superior title retained in this Deed in favor of **Lender**, and by a first-lien deed of trust of even date from Grantee to Scott Blount, Trustee.

Property (including any improvements): FIELD NOTE DESCRIPTION OF A 0.96 ACRE TRACT OF LAND, OUT OF THE SOUTHWEST/4 OF SECTION 33, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.96 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A REINF BAR FOUND (N:10688896.83, E:1745631.10) MARKED "BRADSHAW" IN THE EAST RIGHT-OF-WAY LINE OF WEST WALL STREET FOR THE SOUTHWEST CORNER OF THIS TRACT, FROM WHICH THE SW CORNER OF SAID SECTION 33 BEARS SOUTH 40°19'48" WEST 901.37 FEET AND SOUTH 14°12'57" EAST 812.00 FEET;
THENCE NORTH 40°17'03" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF SAID WEST WALL STREET, 210.00 FEET TO A MAG NAIL SET FOR THE NORTHWEST CORNER OF THIS TRACT FROM WHICH A RAILROAD SPIKE FOUND BEARS NORTH 40°17'03" EAST 1.08 FEET;
THENCE SOUTH 49°42'57" EAST 200.00 FEET TO A MAG NAIL SET FOR THE

EXHIBIT A

NORTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 40°17'03" WEST 210.00 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
THENCE NORTH 49°42'57" WEST 200.00 FEET TO THE PLACE OF BEGINNING.

THAT Grantor, for and the Consideration has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY Grantee the Property; provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes ("Permitted Exceptions").

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in any and all easements, rights and appurtenances pertaining to the Property and in any strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; provided, however, this conveyance pursuant to this paragraph is made subject to all existing reservations from and exceptions to title and is made without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are hereby expressly excluded.

Reservations from Conveyance: None

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof; subject, however, to the Permitted Exceptions.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute, and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

Lender at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

Grantee assumes and agrees to pay standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

EXECUTED effective as of the 24 day of Dec. 2024

GRANTOR:
ARCY Properties, LLC,
a Texas limited liability company

BY: _____

NAME: Arturo Villalobo

TITLE: Owner

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on December 24, 2024 by Arturo Villalobo, Owner of ARCY Properties, LLC, a Texas limited liability company, on behalf of said company.

AMELIA B RIVAS
Notary ID #128051926
My Commission Expires
September 15, 2025

Notary Public, State of Texas
Amelia B. Rivas

EXHIBIT A

Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
c. to filled-in lands, or artificial islands, or
d. to statutory water rights, including riparian rights, or
e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Electric Service Company
Purpose: As provided in said document
Recording Date: October 1, 1959
Recording No: Volume 323, Page 478, Deed Records, Midland County, Texas

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: Project No. 80165-1
Dated: April 8, 2024
Prepared by: RJ Daum, Registered Professional Land Surveyor Number 4826
Matters shown: Rights of Third Parties in and to the overhead electric line(s), as shown. Power pole(s), as shown

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 347

eRecording - Real Property

Recorded On: January 06, 2025 08:15 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $37.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	347
Receipt Number:	20250103000140
Recorded Date/Time:	January 06, 2025 08:15 AM
User:	Dyleana H
Station:	cc10297

Record and Return To:

Corporation Service Company

STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX

Docusign Envelope ID: BB2E281A-8DEA-4C91-9464-C651A77A2B70

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1901 West Wall Street, Suite K	City Midland	State TX	Zip 79701

Property Owner Printed Name: PLANET PAINTLESS		Phone (432) 313-1603 Email planetpaintless@gmail.com	
Address 3415 WEST WALL STREET	City MIDLAND	State TEXAS	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: MAVERICK ENGINEERING Printed Name: ASHLEE DEVINE		Phone (432) 262-0999 Email adevine@maverick-eng.com	
Address 1909 W WALL STREET, SUITE K	City MIDLAND	State TX	Zip 79701

Street Address: 3415 WEST WALL STREET

Legal Description
Lot: Block: Subdivision: SEE ATTACHED

Current Zoning: RR	**Proposed Zone:** C *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: THE CLIENT HAS AN AUTOMOTIVE SHOP AND IT IS NOT ALLOWED IN THE CURRENT ZONING

Present Use of Property: AUTOMOTIVE SHOP

Proposed Use of Property: AUTOMOTIVE SHOP

How would this zone change affect the public health, safety and welfare? NO CHANGE

Describe how conditions affecting the property have changed since present zoning designation: DEVELOPMENT OF AN AUTOMOTIVE SHOP

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Docusign Envelope ID: BB2E281A-8DEA-4C91-9464-C651A77A2B70

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Signed by: Jonny Walker	Date: 6/27/2025
Property Owner (printed) : Jonny Walker	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Planet Paintless or authorized by Jonny Walker, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 27th day of June, 2025, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5434	RECEIVED
Received By: Brent Gee	Date: JUL 09 2025
	Initial:

****Application will not be considered for scheduling until reviewed by a planner.****

Special Exception Application 2 Revised 12/6/16

GF# 1901552400424

After Recording Return to:
Planet Paintless, LLC
1902 W Florida Ave.
Midland, TX 79701

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GENERAL WARRANTY DEED

Date: December 31, 2024

Grantor: ARCY Properties, LLC, a Texas limited liability company

Grantee: Planet Paintless, LLC

Grantee's Mailing Address: 1902 W Florida Ave., Midland, TX 79701

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a Note of even date herewith executed by Grantee and payable to the order of **CITY BANK ("LENDER")** in the original principal sum of **ONE MILLION FOUR HUNDRED FORTY THOUSAND & NO/100 DOLLARS ($1,440,000.00)**. The Note is secured by a superior vendor's lien and superior title retained in this Deed in favor of **Lender**, and by a first-lien deed of trust of even date from Grantee to Scott Blount, Trustee.

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EXECUTED effective as of the 24 day of Dec. 2024

GRANTOR:
ARCY Properties, LLC,
a Texas limited liability company

BY: [signature]

NAME: Arturo Villalobo

TITLE: Owner

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on December 24, 2024 by Arturo Villalobo, Owner of ARCY Properties, LLC, a Texas limited liability company, on behalf of said company.

AMELIA B RIVAS
Notary ID #128051926
My Commission Expires
September 15, 2025

Notary Public, State of Texas
Amelia B. Rivas

EXHIBIT A

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b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
c. to filled-in lands, or artificial islands, or
d. to statutory water rights, including riparian rights, or
e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Electric Service Company
Purpose: As provided in said document
Recording Date: October 1, 1959
Recording No: Volume 323, Page 478, Deed Records, Midland County, Texas

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records or not.

Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: Project No. 80165-1
Dated: April 8, 2024
Prepared by: RJ Daum, Registered Professional Land Surveyor Number 4826
Matters shown: Rights of Third Parties in and to the overhead electric line(s), as shown. Power pole(s), as shown

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 347

eRecording - Real Property

Recorded On: January 06, 2025 08:15 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: $37.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	347
Receipt Number:	20250103000140
Recorded Date/Time:	January 06, 2025 08:15 AM
User:	Dyleana H
Station:	cc10297

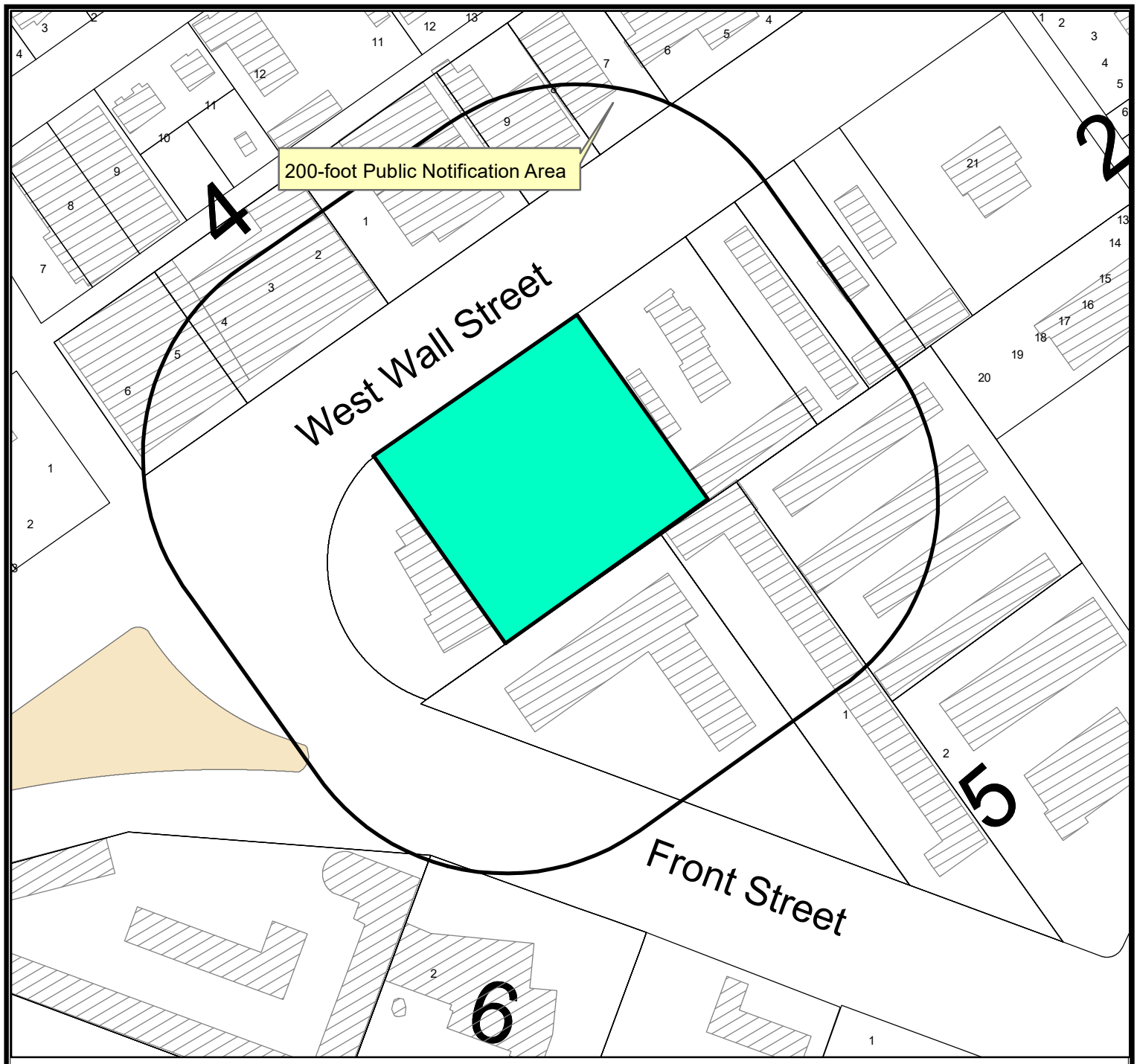
Record and Return To:

Corporation Service Company

STATE OF TEXAS
COUNTY OF MIDLAND

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Midland County, Texas.**

Alison Haley
Midland County Clerk
Midland County, TX



Location Map

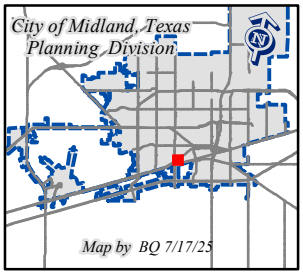
Z-25-0434 **Scale: 1" = '800**

Consider a request by Maverick Engineering, on behalf of Planet Paintless, for a Zone Change from RR, Regional Retail District, to C, Commercial District, on a 0.96-acre tract of land out of the southwest quarter of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the east side of West Wall Street, approximately 85 feet north of Front Street. (Council District 2)

L E G E N D

CITY LIMITS
PARCEL
PRIVATE BLDGS



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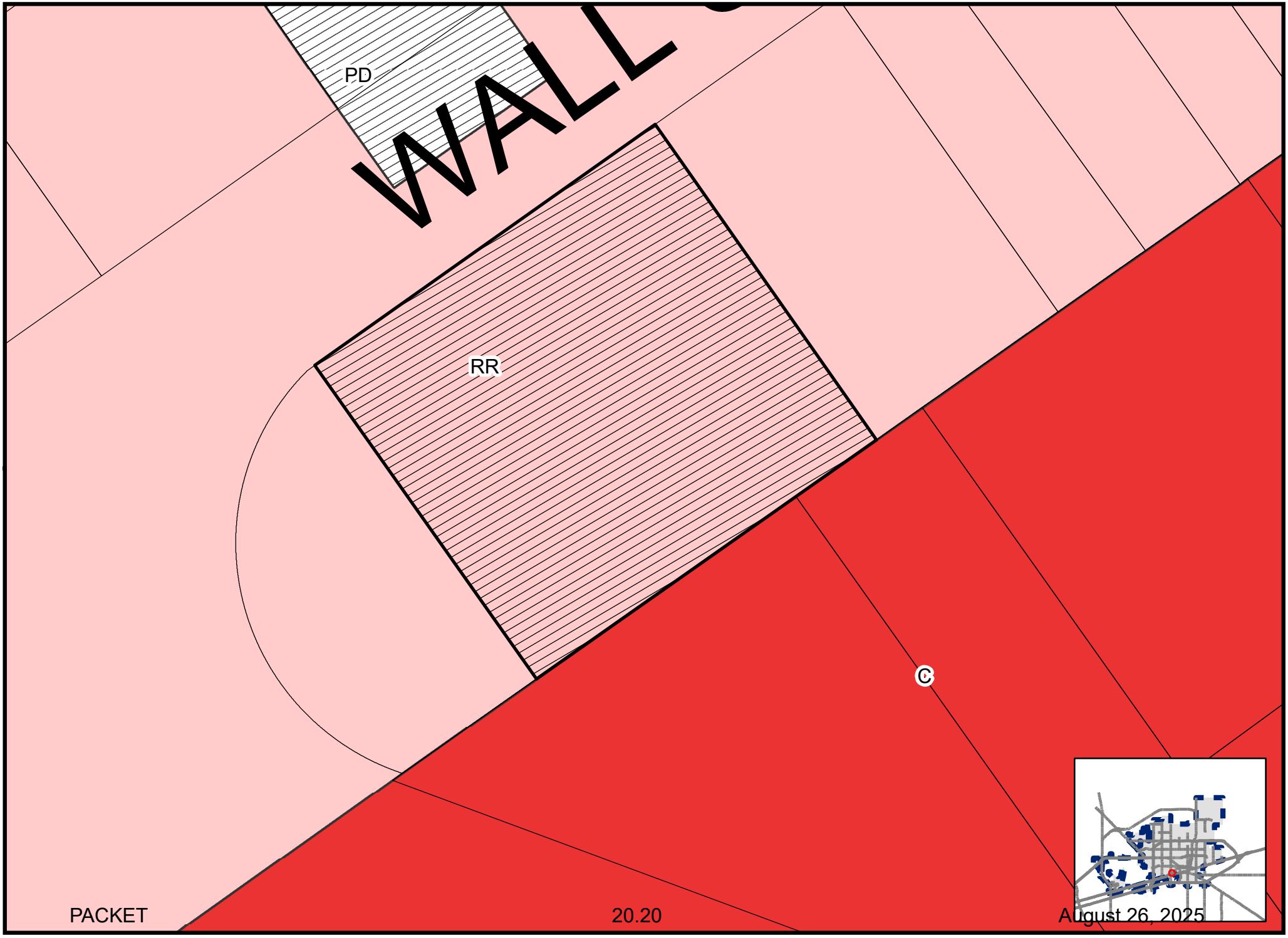
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT OR IS INTENDED TO BE USED FOR PURPOSES OF ZONING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map by BQ 7/17/25

Z-25-0434

Scale: 1" = 800'

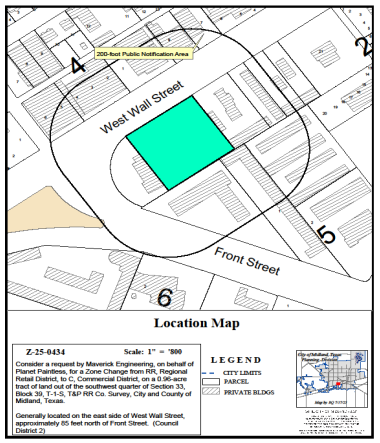
ZONING MAP

© THE CITY OF MIDLAND - 2021: 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.

MIDLAND
Be the Energy!
ZONE CHANGE
3415 W WALL STREET
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

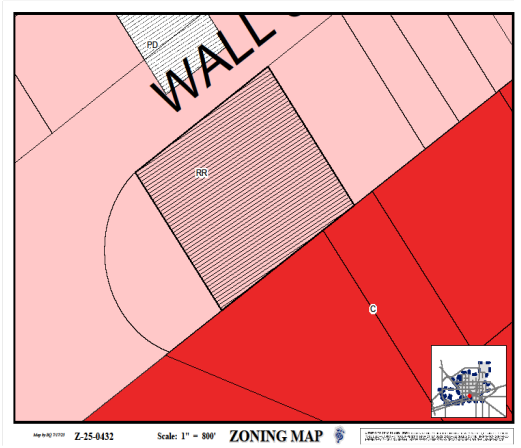
- **Property Owner:** Planet Paintless
- **Representative:** Ashlee Devine, with Maverick Engineering
- **Location:** 3415 West Wall Street (District 2)
- **Reason for Request:** To be able to operate an automotive shop



2

ZONING

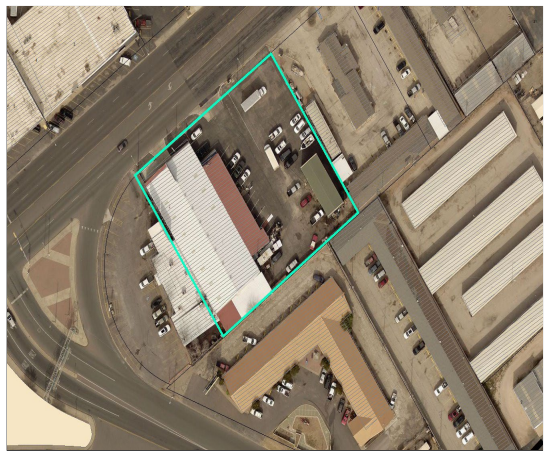
- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North:** PD, Planned Development District for a Transition District and RR, Regional Retail District
  - **South:** C, Commercial District
  - **East/West:** C, Commercial District
- **Proposed Zoning:** C, Commercial District



MIDLAND
Be the Energy!

LAND USE

- **Current Use:** Automobile Body Shop
- **Surrounding Uses:**
  - **North:** Medical Clinic
  - **East/West/South:** Hotel
- **Proposed Use:** Automobile Body Shop



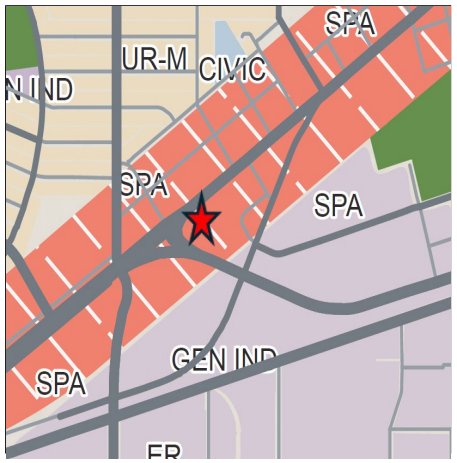
4

On West Wall, Looking East

5

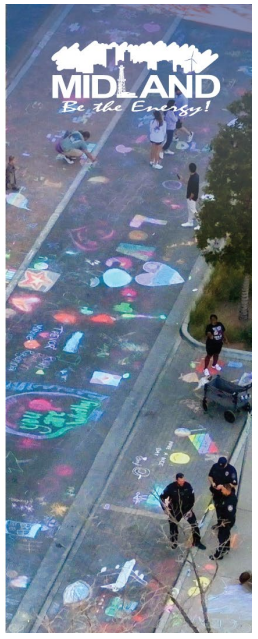
COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area (SPA)
- **Supported Uses:** No policies are currently established for this area.
- The request is compatible with the Tall City Tomorrow Comprehensive Plan.



STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on August 4, 2025.
- Staff recommends approval of this zone change request.



9

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 21

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Jorge Ramos is requesting a Specific Use Designation with term, for the sale of all alcoholic beverages for on-premises consumption, on a property located at 418 West Wadley Avenue for Santomar.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

(Quality of Life & Place)

Current Zoning:

PD, Planned District (5837)

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD, Planned District, and are office spaces. The properties to the south are zoned PD, Planned District for a Shopping Center are the locations of cleaners and salon. The property to the west is zoned PD, Planned District for a Transitional District and is the location of a restaurant.

Analysis:

The subject property is located at 418 West Wadley Avenue is zoned PD, Planned Development District, which permits the sale of all alcoholic beverages for on-premises consumption. The total area of the restaurant, Santomar, is 7,633 square feet and the proposed alcohol serviceable Area is 3,960 square feet. The new business Santomar is attempting to obtain their TABC license but must first obtain their SUD.

The proposed days and hours of operation are:

Monday through Thursday from 11 a.m. to 10 p.m.
Friday through Sunday from 11 a.m. to 12 a.m. (midnight)

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 11 a.m. to 10 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objection. [For Applicant's Information Only.]

Building Code: (Approved)

The SUD for Santomar is acceptable. The property must adhere to the maximum occupant load of 264 persons for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a Restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the establishment shall be limited to approximately 3,960 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

C. That the days and hours of alcoholic beverages sales and consumption shall be limited to Monday through Thursday from 11 a.m. to 10 p.m.
Friday through Sundays from 11 a.m. to 12 a.m. (midnight)

D. That the establishment shall meet all requirements of the Fire Department and Code Administration

E. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

F. That the operator of the establishment shall obtain a Certificate of Occupancy prior to commencement of the sale of alcohol beverages for on premises consumption to ensure that the conditions of this Specific Use Designation with Term are satisfied.

G. That in accordance with section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of August 15, 2025 staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 6, CLAYDESTA PLAZA, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF DESTA DRIVE AND WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND RETAIL DEVELOPMENT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for Lot 2, Block 6, Claydesta Plaza, Section 5, City and County of Midland, Texas (the "Property"), as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for an Office and Retail Development.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

   Monday through Thursday from 11:00 a.m. to 10:00 p.m.; and
   Friday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

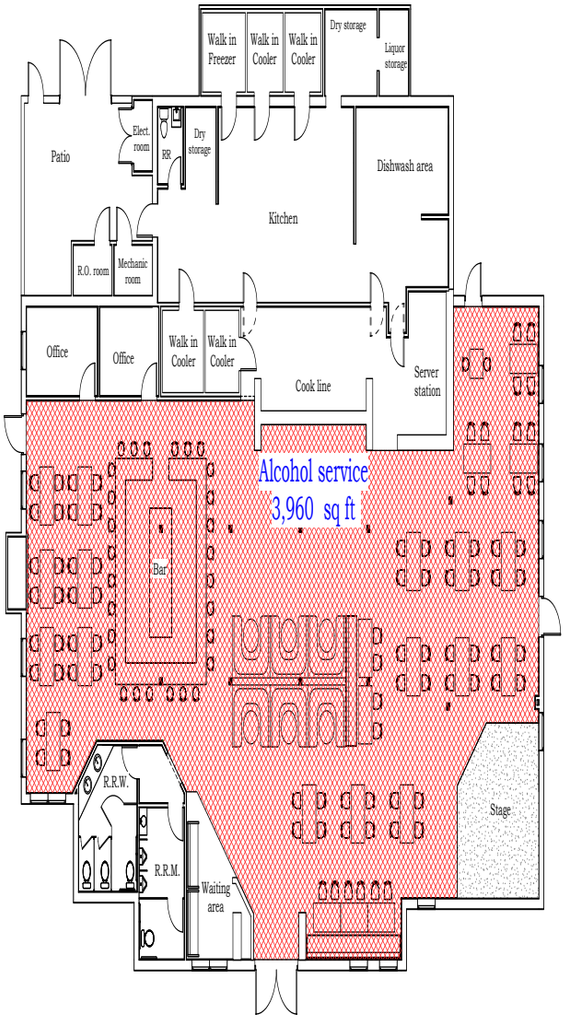
_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney



area alcohol
3/16" = 1'-0"

EXHIBIT A

Address:
418 W Wadley Ave.
Midland, TX

Notes:

Santomar Restaurant

Jorge Ramos

Alcohol services

Date Ja-16-25

Ar-05

Scale 3/16" = 1'-0"

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JORGE RAMOS/MANAGER		Phone (~~830~~) ~~581-9282~~ 806-279-1469 Email jr9118223@gmail.com	
Address 4103 COMPTON DR	City MIDLAND	State TX	Zip 79707

Property Owner Printed Name: MANUEL HERRERA/JOSE A CASTANEDA		Phone (432) 563-3737 Email booking@haciendamidland.com	
Address 12600 STATE HWY 191	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 418 W WADLEY AVE

Business Name: CieloAzul7 LLC DBA Santomar

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: TO ALLOW CUSTOMERS TO HAVE A DRINK WITH THEIR MEAL.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT

Proposed/Current Days and Hours of Operation: Monday - Thursday 11am - ~~midnight~~ 10pm
Friday - Sunday 11am - Midnight

Proposed Days and Hours of Alcohol Service: Monday - Thursday 11am - 10pm
Friday - Sunday 11am - Midnight

Total Square Footage of Business: 7633 sq/ft

Square Footage of Alcohol Serviceable Area: 3960 sq ft

Restroom Fixtures: *Men*	**Toilets/Urinals:** ~~1~~ 1 2	**Bathroom Sinks:** 1	
Women	**Toilets:** 3	**Bathroom Sinks:** 2	

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): X	Date: 7/14/25
Applicant (printed): JORGE RAMOS	
Property Owner (signature):	Date: 7/2/2025
Property Owner (printed) : MANUEL HERRERA/JOSE A CASTANEDA	

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jorge Ramos who, being by me duly sworn, upon oath says: That (s)he is authorized by Manuel Herrera, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

X _____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 16th day of July, 2025, to certify which witness my hand and seal of office.

ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

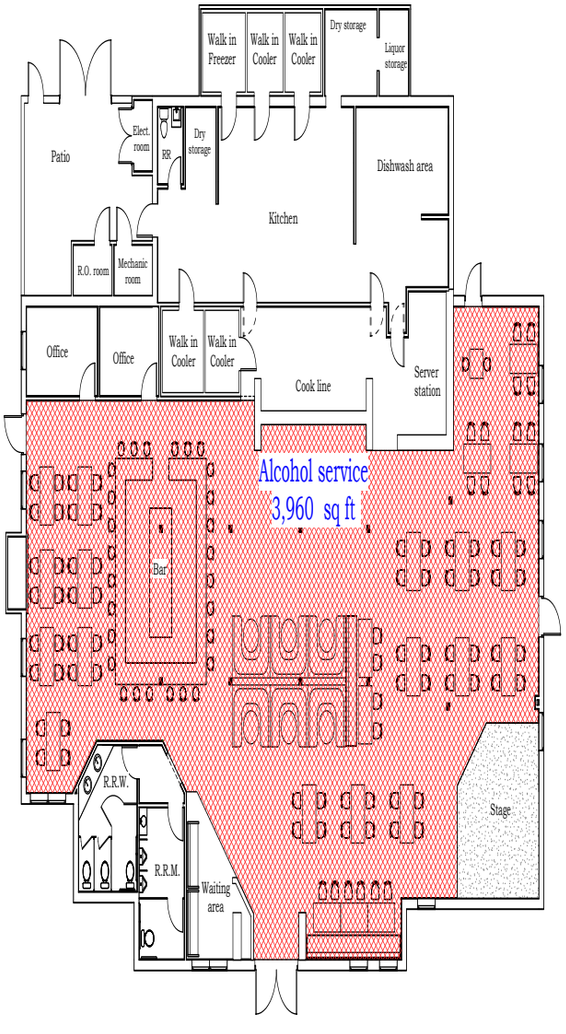
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Floor Plan
☐ Application Fee	☐ Site Plan
Check # cash	☐ Plans in Digital Format (PDF/JPEG)
Received By: Alexis	Date: RECEIVED JUL 16 2025

Initial: _____

Application will not be considered for scheduling until reviewed by a planner.



area alcohol
3/16" = 1'-0"

Address:
418 W Wadley Ave.
Midland, TX

Notes:

Santomar Restaurant

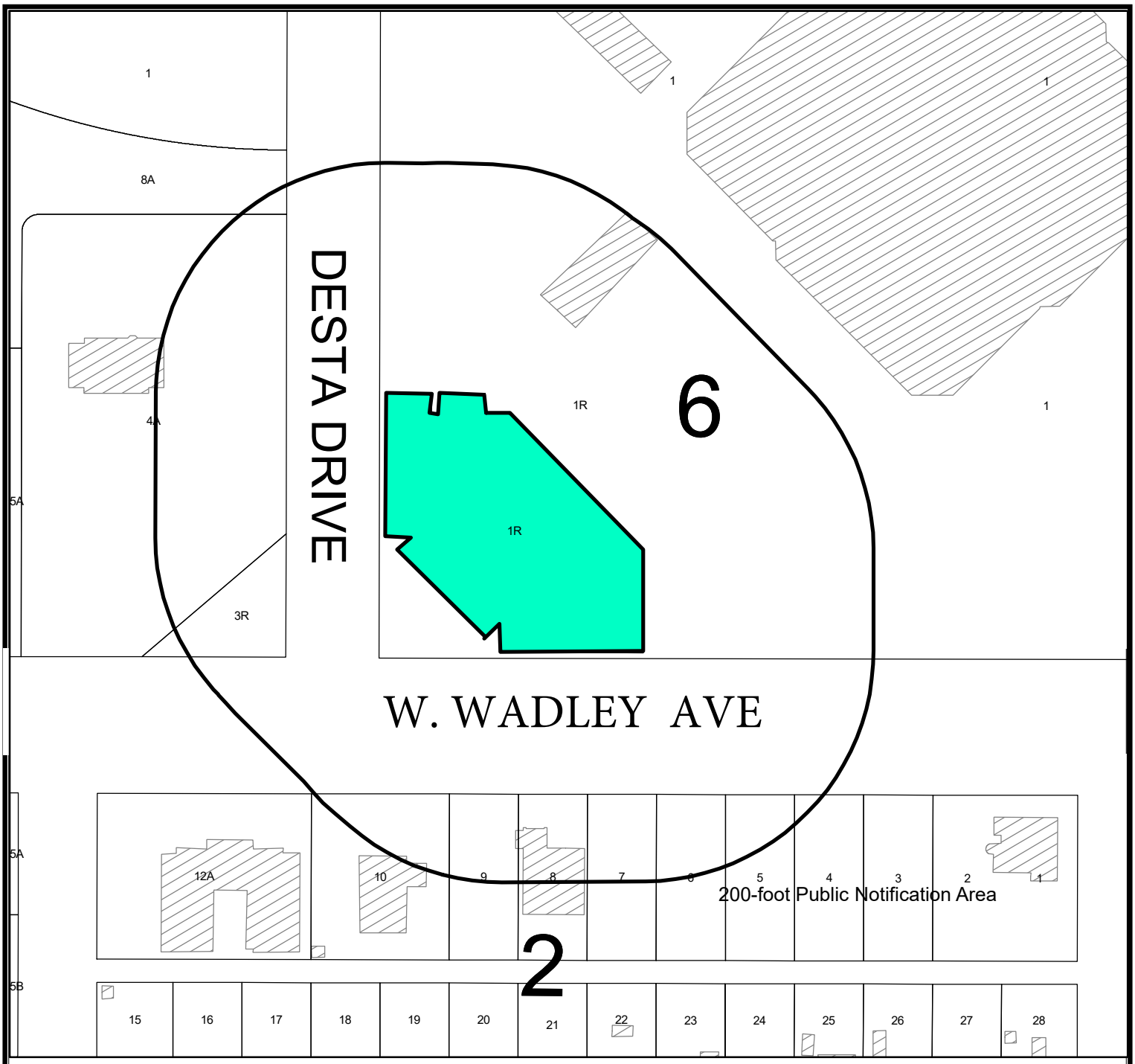
Jorge Ramos

Alcohol services

Date Ar-16 - 23

Ar-05

Scale 3/16" = 1'-0"



Location Map

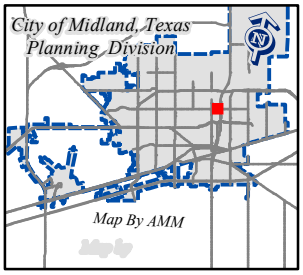
SUD-25-0206 **Scale: 1" = 800'**

Consider a request by Jorge Ramos for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 2, Block 6, Claydesta Plaza, Section 5, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of Desta Drive and West Wadley Avenue. (Council District

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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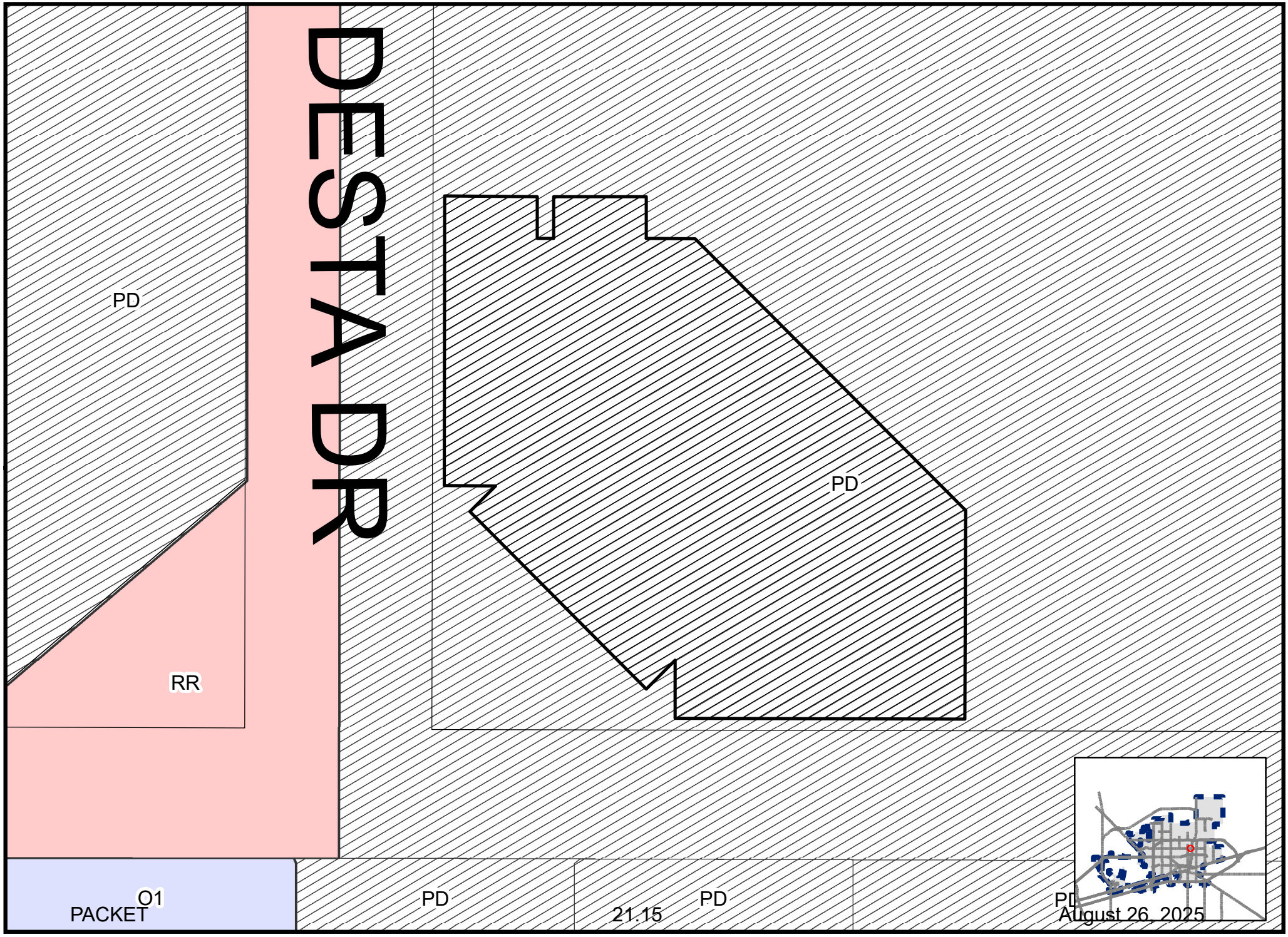

Map by **SUB-** **Scale: 1" = 500'** **ZONING MAP**

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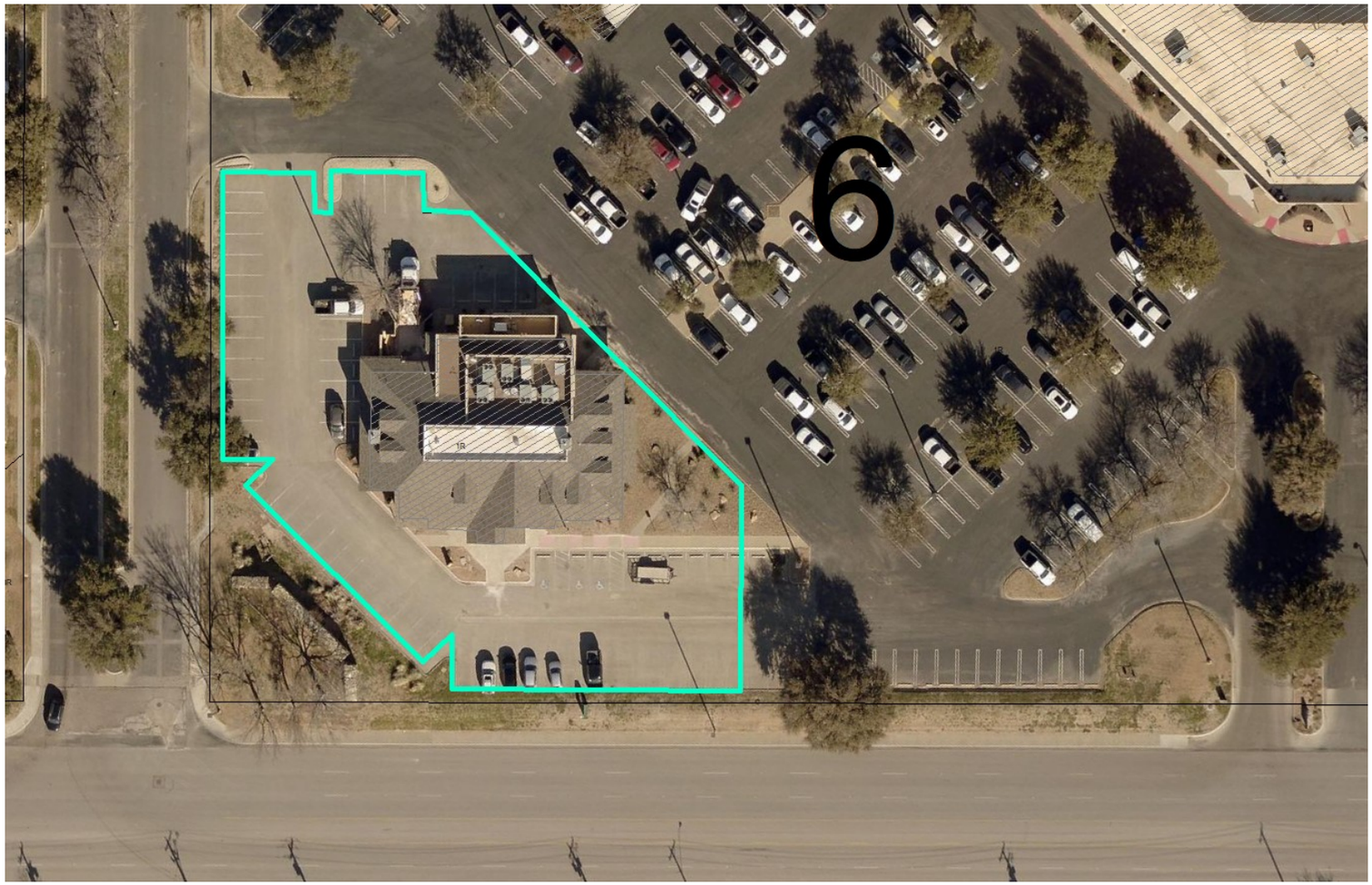
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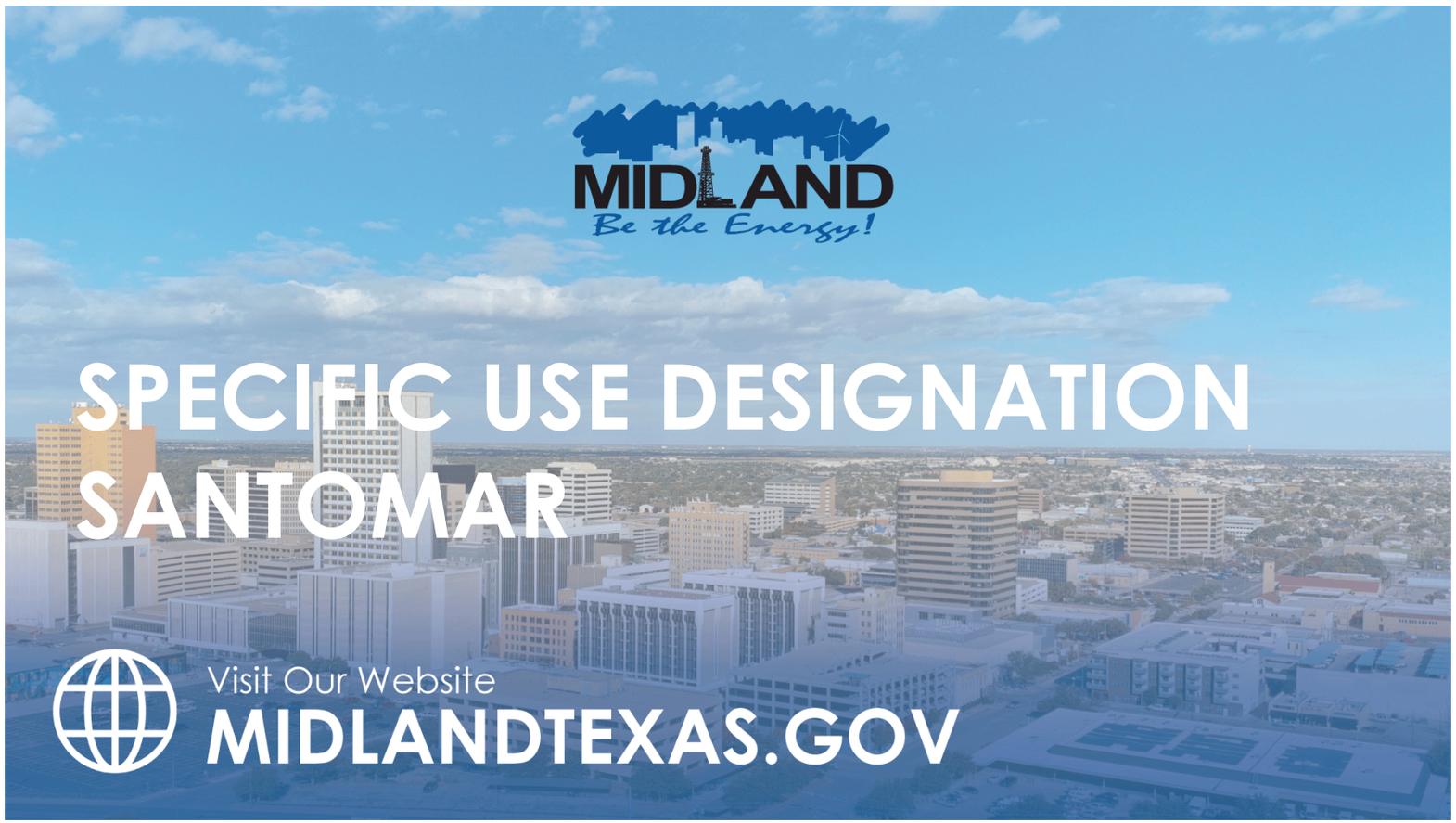
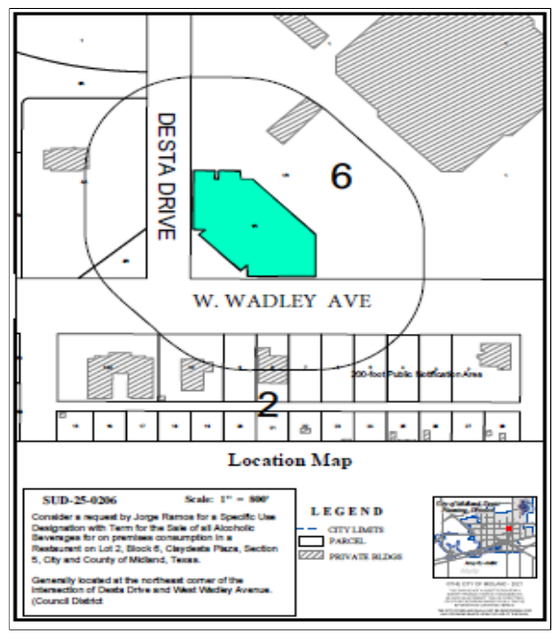

MIDLAND
Be the Energy!
SPECIFIC USE DESIGNATION
SANTOMAR
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

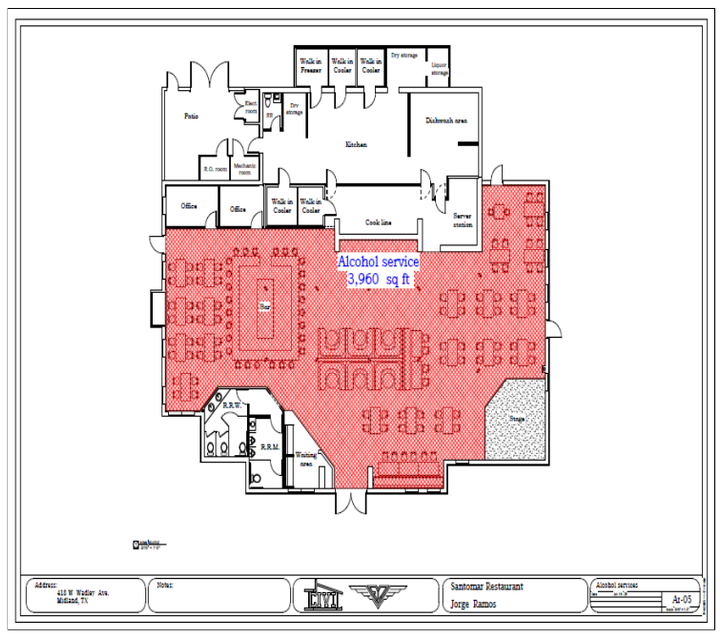
- **Applicant:** Jorge Ramos
- **Property Owner:** Manuel Herrera and Jose Castaneda
- **Location:** 418 West Wadley (Council District 3)
- **Reason for Request:** For the sale and on-premises consumption of alcohol



2

DETAILS OF REQUEST

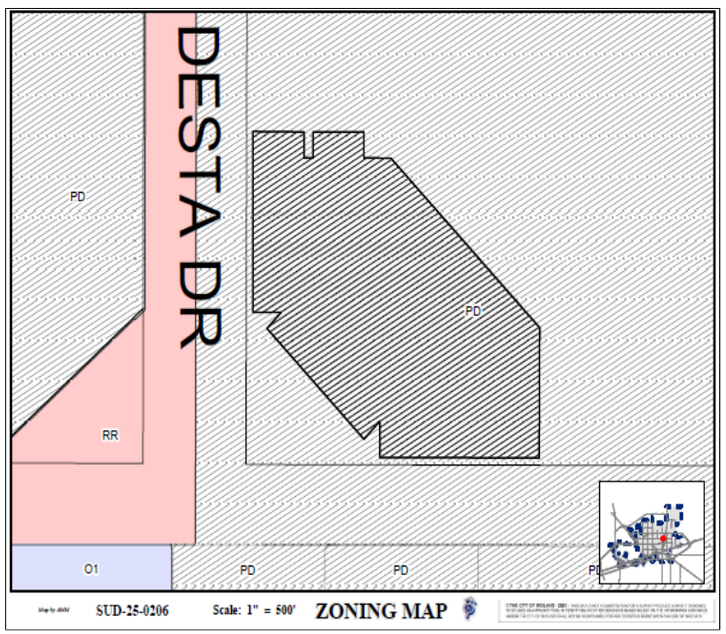
- For an existing restaurant
- **Area of Business:** 7,633 SF
- **Serviceable Area:** 3,960 SF
- **Hours of Operation/Sales of Alcohol:**
  - Monday to Thursday 11 a.m. to 10 p.m.
  - Friday to Sunday 11 a.m. to 12 a.m.



3

ZONING

- **Current Zoning**: PD, Planned Development District for an Office and Retail Development
- **Surrounding Zoning:**
  - **North/East:** PD, Planned Development District for and Office and Retail Development
  - **West:** PD, Planned Development District for a Transitional District
  - **South:** PD, Planned Development District for a Shopping Center
- The use of an SUD for the sale and on-premises consumption is allowed in this zoning.



4

LAND USE

- **Current Use:** Vacant Building
- **Surrounding Uses:**
  - **North/East:** Office Use
  - **West:** Restaurant
  - **South:** Dry Cleaning Store and Spa

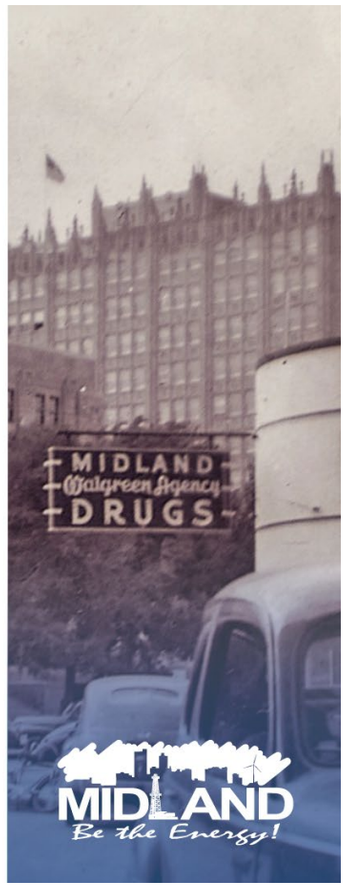
5

On West Wadley Avenue, Looking West

6

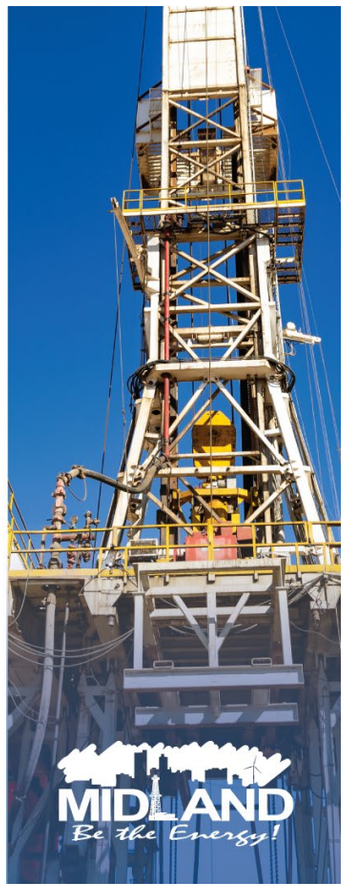
COMPREHENSIVE PLAN

This request is compatible with the *Tall City Tomorrow Comprehensive Plan* as it is consistent *Chapter 6-Character Plan, Goal 4*, which is to “Encourage the development of places where Midland residents can gather and socialize to build connections.”



PROHIBITED PLACES OF BUSINESS

There is no church, public school, public school ground, athletic stadium used by any public school, or public hospital within 300 feet of the building of the subject property as required by *Section 5-4-4 Prohibited Places of Business.*



8

STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,960 square feet as shown in Exhibit A, which is attached hereto and incorporated herein for all purpose.

9

STAFF'S RECOMMENDATION

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to: Monday through Thursday from 11 a.m. to 10 p.m. and Friday through Sunday from 11 a.m. to 12 a.m. (midnight).

10

STAFF'S RECOMMENDATION

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

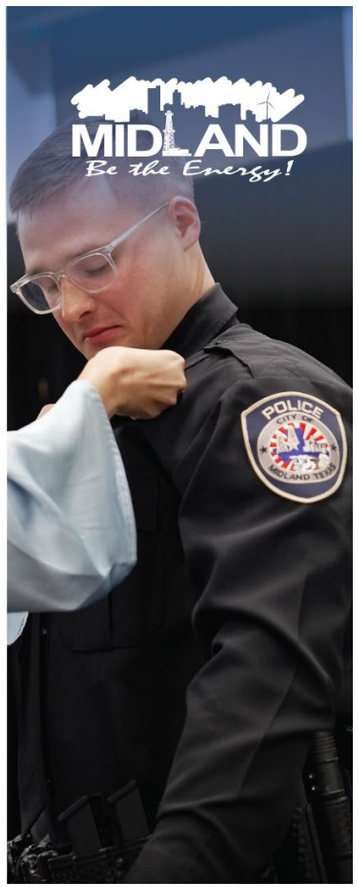
E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

11

STAFF'S RECOMMENDATION

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.



MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 22

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Britton Murry, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

Maverick Engineering, on behalf of Betenbough Homes, LLC, is requesting to amend the current PD, Planned Development District for Housing Development (Ordinance No. 10564) to modify the lot sizes and lot configuration of the proposed housing development and revise the previously approved preliminary plat.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

PD, Planned Development District for a Housing Development

Surrounding Zoning and Land Use:

The surrounding zoning to the north is SF-3, Single-Family Dwelling District and AE, Agricultural Estate District. The zoning to the east consists of LR, Local Retail District, MF-16, Multiple-Family Dwelling District, and 2F, Two-Family Dwelling (Duplex) District. The properties to the south are zoned PD, Planned Development District for Housing Development. The properties to the west are zoned PD, Planned Development District for Housing Development and SF-3, Single-Family Dwelling District. Surrounding land use consists of single-family housing, and vacant land.

Analysis:

Maverick Engineering, on behalf of Betenbough Homes LLC, is requesting a Zone Change for the development of multi-use site including single family housing, cottage housing, and greenspace uses. This proposed subdivision will have a total of one thousand two hundred and ninety-one (1,291) residential lots and approximately 60 acres of greenspace/detention pond that is composed of parks, trails, common areas, and drainage ponds.

The current zoning is PD, Planned Development District for a Housing Development and land use consists of single-family dwellings and vacant land.

The applicant is proposing the development to be executed in fifteen (12-26) phases. The lots width will vary anywhere from 45 to 75 feet and the minimum depth would be 83 feet. Below is a chart with the lot class tabulation, representing them by phases and percentage by lot widths.

Product Class		Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core	45'	4825	96'	46	30	50	22	25	45	27	38	31	30	46	26	29	20	35	38.7%
	50'	4851	90'	53	20	64	46	35	17	25	65	19	25	31	25	11	24	17	36.9%
Reserve	50'	5261	95'									5	7			10			1.7%
	60'	6095	95'									26	20			34			6.2%
	75'	11335	95'									1				1			0.2%
Cottages	50'	4120	83'	1	49	0	41	12	37	47	2	0	0	21	0	0	0	0	16.3%
PHASE TOTAL				100	99	114	109	72	99	99	105	82	82	98	51	85	44	52	100%
OVERALL TOTAL						1291													

These lots will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendments. The minimum dimensions are as follows:

For core dwellings:

1. The minimum lot Width shall be 45 feet.
2. The minimum lot Depth be 90 feet.
3. The minimum lot Area shall be 4,825 square feet.

For cottages:

1. A minimum lot Width shall be 50 feet.
2. A minimum lot Depth shall be 83 feet.
3. A minimum lot Area shall be 4,120 square feet.

For reserve dwellings:
1. The minimum lot Width shall be 50 feet.
2. The minimum lot depth shall be 95 feet.
3. The minimum lot Area shall be 5,261 feet.

The proposed uses consist of three product classes which are:

- 977 - Core (SF-3, Single-Family Dwelling District lots);
- 104 - Reserve (SF-3, Single-Family Dwelling District lots);
- 210 - Cottages (SF-3, Single-Family District lots);

The appropriate setbacks and maximum height of future development must meet the regulations described in Section 5.04 Residential Zoning District Dimensional Regulations chart. Not all the proposed lots meet the minimum lot depth, minimum lot width, and minimum lot area requirements of the SF-3 district. However, the new PD Ordinance will allow reduced depth, width, and areas as outlined above.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections.

Oil and Gas: (Approved)

No Oil & Gas issues with Zoning.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.] Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

The area is classified as Urban Residential-Low, in part, which calls for restrictive land use, emphasizing single-family detached development. The area is also classified as Urban Medium which calls for a mix of complementary uses, including single-family housing, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use. The plan also calls for a parkway that would run through the property which is identified on the amenity plan. All of these uses are compatible with the Low and Medium designations.

The Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Development Policy Areas" labels this area as part of the "Current Development Area" which seeks to address the compatibility of uses, "specifically between different housing intensities," As shown in the proposed site plan, the applicant is planning to create a gradual transition from existing housing developments at the western edge of the property in question which is consistent with this statement.

Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland specifically including the need of smaller lot homes. This proposal works in compliance since the development will be introducing a neighborhood with a mix of housing intensities to include single-family sized lots of varying in size. Additionally, Principle 8 of the Chapter 3 requests that land use policies and regulations support the creation of more balanced neighborhoods, which include "a variety of housing options, access to open space, and contain activity centers such as parks…" The applicant is proposing to develop more specifically delineated park space and trails in the development which will help give the residents a diversity of recreation allowing for a more balance feel.

Principle 5 of Chapter 3 requests planning for community amenities such as parks and open space to support "community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community." The applicant is proposing to include parks, green space, and trails, all of which will contribute to creating a sense of place for new residents.

Staff recommends approval of this request subject to conditions A through C.

Conditions:

A. **That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit "B".**

B. **That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit "C" and incorporated herein for all purposes.**

C. **That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.**

Letters of Objection:

As of August 15, 2025, staff has received no letters of objection for this request.

Attachments:

Application
Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Amenity Plan (Exhibit C)
Maps
Aerial
Site Photo
PowerPoint Presentation

_____
City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 302.39-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit B and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit B.

B. That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit C and incorporated herein for all purposes.

C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City

Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2025; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2025, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2025.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

EXHIBIT A

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY. TEXAS, AND BEING A PORTION OF THAT SAME TRACT CALLED FOR IN DOCUMENT NUMBER 2018-20726 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10723537.29, E.(x): 1758089.19, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "ASB 5689", FOUND ON THE NORTH LINE OF SAID SECTION 18, AT THE NORTHEAST CORNER OF A CALLED 22.96 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD FOUND AT A FENCE CORNER AND ACCEPTED AS BEING IN THE POSITION OF THE PATENTED IRON PIPE AT THE COMMON WEST CORNER OF SAID SECTION 18, AND SECTION 7 OF THE SAME BLOCK BEARS S.75°19'52"W., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 156.42 FEET, AND BEING THE NORTHWEST CORNER HEREOF;

THENCE N.75°19'52"E., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 4894.40 FEET TO A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1040.00 FEET AND A CHORD BEARING AND DISTANCE OF S.06°51'59"E., 431.04 FEET BEING ON THE EAST LINE OF PROPOSED "TODD DRIVE" FOR THE NORTHEAST CORNER HEREOF;

THENCE ALONG SAID TODD DRIVE AND THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 434.18 FEET TO THE POINT OF TANGENCY;

THENCE S.18°49'35"E., CONTINUING ALONG SAID TODD DRIVE, 1868.51 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 2560.00 FEET AND A CHORD BEARING AND DISTANCE OF S.16°37'01"E., 197.40 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 197.45 FEET TO A POINT OF DEFLECTION RIGHT FOR THE SOUTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 9 COURSES AND DISTANCES ALL TO AN "RPC" FOUND, TO A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1305.00 FEET AND A CHORD BEARING AND DISTANCE OF S.43°21'40"W., 886.78 FEET;

1. S.75°20'52"W., 265.00 FEET;
2. S.80°51'01"W., 60.26 FEET;
3. S.75°20'52"W., 115.00 FEET;
4. S.14°25'02"E., 7.06 FEET;
5. S.75°20'52"W., 115.00 FEET;
6. S.81°18'37"W., 60.27 FEET;
7. S.69°08'15"W., 114.62 FEET;
8. S.14°39'08"E., 46.14 FEET;
9. S.77°16'15"W., 15.51 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 904.79 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE N.26°46'36"W., 115.00 FEET TO AN "RPC" FOUND;

THENCE N.29°43'59"W., 80.11 FEET TO AN "RPC" FOUND;

THENCE N.26°33'48"W., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.66°52'14"W., 119.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 119.27 FEET TO A POINT OF TANGENCY;

THENCE S.72°23'25"W., 72.42 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.78°25'37"W., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 137.24 FEET TO A POINT OF DEFLECTION LEFT;

THENCE S.07°37'18"E., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 351.41 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.81°45'01"W., 154.30 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 154.34 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES TO A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF S.73°17'02"W., 1317.88 FEET;

1. N.42°57'36":W., 30.03 FEET;
2. N.85°29'31"W., 60.34 FEET;
3. S.45°51'35"W., 27.04 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 1344.34 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF S.64°37'59"W., 354.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 356.44 FEET TO THE POINT OF TANGENCY;

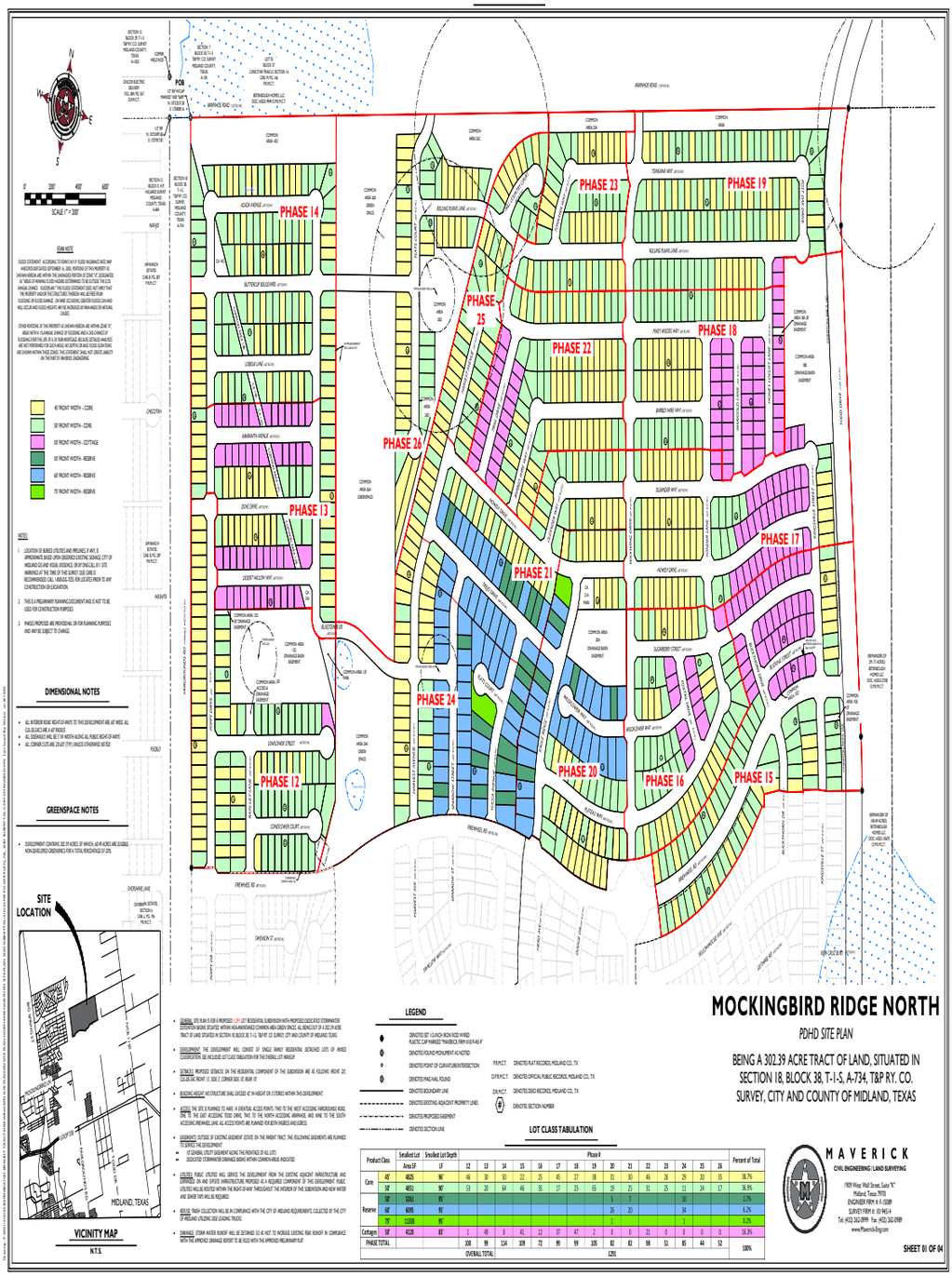
THENCE THE FOLLOWING 5 COURSES AND DISTANCES;

1. S.75°43'57"W., 651.20 FEET;
2. N.59°20'03"W., 28.32 FEET;
3. S.74°47'34"W., 79.96 FEET;
4. S.75°43'57"W., 95.07 FEET TO AN "RPC" FOUND FOR THE SOUTHWEST CORNER HEREOF;
5. N.14°24'01"W., 2733.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 302.39 ACRES OF LAND.

JULY 10, 2025

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

EXHIBIT B



Product Class		Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core	45'	4825	90'	46	36	30	22	25	45	27	38	31	30	46	26	29	20	55	38.7%
	50'	4851	90'	53	20	64	45	35	27	25	63	19	25	31	25	11	24	17	38.9%
Reserve	50'	5261	95'									5	7			10			1.7%
	60'	6495	95'									26	20			34			6.2%
	70'	11195	95'									1				1			0.2%
Cottages	50'	4120	87'	1	49	0	41	12	37	47	2	0	0	21	0	0	0	0	18.3%
PHASE TOTAL				100	99	114	108	72	99	99	105	82	82	98	51	85	44	52	100%
OVERALL TOTAL				1291															

EXHIBIT C

- Home Sites
- Amenity/Native Space
- Unusable Space (Pipeline, Basin, Oil Wells, Commercial)
- Trails
- Community Fence
- Playscape

Mockingbird Ridge Space Percentages		
Usable Acres	501	%
Amenity Space (Acreage) Public, Native Area, Pocket, Trailhead, Roundabout	76	15%
Lots & ROW	425	85%

Open, Active Space	Acres	Qty	Pocket Miles (Ideal)	Radius Miles (Standard)
	6	5		
Park (SE)	4	1(Large)	0.25	0.50
Park (North Central)	1	1(Medium)	0.25	0.50
Park (Far North Central)	0.2	1(Medium)	0.25	0.50
Park (Triangle North of Firewheel)	0.5	Grass	0.25	0.50
Park (Triangle South of Firewheel)	0.5	Grass	0.25	0.50

Source for Pocket Numbers: Midland Parks, Recreation, and Open Space Master Plan Page 138

Trail (Miles)	4
Total (Feet)	22,240
Trail North	2,710
Trail South	1,918
Trail Pipeline	1,909
Trail Common Area	637
Trail Park (Southeast - around Playscape)	1,508
Trail Park (Southeast Extention)	1,806
Trail around Basin (North Central)	1,208
Trail around Basin (Northeast)	1,984
Trail along Firewheel (Tonkawa Streets)	5,206
Trail along Blazing Saddle	1,235
Trail along Vanishing Horizon (Pocket Park down to Roundabout)	2,892

LEGEND

- DENOTES 5/8" x 24 INCH IRON ROD WITH PLASTIC CAP MARKED "RAM BLOCK PROP. 4-10-15-4-01-4"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES FINAL NAIL FOUND

FR.R.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
O.P.R.R.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX

SITE PLAN IS FOR A PROPOSED 1,311 LOT RESIDENTIAL SUBDIVISION WITH PROPOSED DEDICATED STORMWATER DETENTION BASIN (DEPICTED) WITHIN HIGHLIGHTED COMMON AREA (GREEN SHADE), ALL BEING, OUT OF A 501.37 ACRE OF LAND SITUATED IN SECTION 16 BLOCK 38, T-1-S, T&NP RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

PURPOSE: THE SUBDIVISIONMIT WILL CONSIST OF SINGLE FAMILY RESIDENTIAL DETACHED LOTS OF MIXED DIMENSIONS. SEE INCLUDED LOT CLASS TABULATION FOR THE OVERALL LOT MIXMIXUP.

LOT: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', SIDE FRONT 15', SIDE E.T. CORNER SIDE 15', REAR 10'.

HEIGHT: NO STRUCTURE SHALL EXCEED 40'.

THE SITE IS PLANNED TO HAVE 14 ENTRANCES TO THE SUBDIVISIONMIT ACCESSING TEXAS DRIVE, TRAIL DRIVE, FIREWHEEL LANE. ALL ACCESS POINTS ARE

EXISTING: OUTSIDE OF EXISTING EASEMENT LOCATED WITHIN THE DEVELOPMENT
1) GENERAL UTILITY EASEMENT ALONG THE PROPOSED DEDICATED STORMWATER DRAINAGE BASINS WITHIN

PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT ON AND OFFSITE INFRASTRUCTURE PROVIDED ALL WILL BE ROUTED WITHIN THE RIGHT-OF-WAY OR EASEMENTS. SAME THAT WILL BE REQUIRED.

TRASH COLLECTION WILL BE IN COMPLIANCE WITH SANDI UTILIZING SIDE LOADING TRUCKS.

STORM WATER RUNOFF WILL BE DISTRIBUTED PER APPROVED DRAINAGE REPORT TO BE FILED

AMENITY MAP

MOCKINGBIRD RIDGE

Docusign Envelope ID: C173A87D-32E2-497C-BC94-EBFE8B9F536E

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number:

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Betenbough Homes LLC		Phone (432) 262-0999 Email brettb@betenbough.com	
Address 6305 82nd St	City Lubbock	State TX	Zip 79424

Property Owner Printed Name: see applicant		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew Mellen		Phone (432) 262-0999 Email amellen@maverick-eng.com	
Address 1909 W Wall St Ste K	City Midland	State TX	Zip 79701

Street Address: NA

Legal Description 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS
Lot: Blocl

Current Zoning: LR, TH, MF16, SF3, SF2 SF1, 2F

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To advance proposed housing development

Present Use of Property: vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: No Change since original zoning

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Docusign Envelope ID: C173A87D-32E2-497C-BC94-EBFE8B9F536E

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Abe Fuentez	Date: 7/14/2025
Applicant (printed): Abe Fuentez	
Property Owner (signature): see applicant	Date:
Property Owner (printed) : see applicant	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Betenbough Homes LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21st day of July, 20 25, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 5449	RECEIVED
Received By:	Date: JUL 22 2025

Initial: _____

****Application will not be considered for scheduling until reviewed by a planner.****

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

FIELD NOTE DESCRIPTION OF A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY. TEXAS, AND BEING A PORTION OF THAT SAME TRACT CALLED FOR IN DOCUMENT NUMBER 2018-20726 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE ALONG SAID TODD DRIVE AND THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 434.18 FEET TO THE POINT OF TANGENCY;

THENCE S.18°49'35"E., CONTINUING ALONG SAID TODD DRIVE, 1868.51 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 2560.00 FEET AND A CHORD BEARING AND DISTANCE OF S.16°37'01"E., 197.40 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 197.45 FEET TO A POINT OF DEFLECTION RIGHT FOR THE SOUTHEAST CORNER HEREOF;

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1. S.75°20'52"W., 265.00 FEET;
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THENCE S.72°23'25"W., 72.42 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.78°25'37"W., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 137.24 FEET TO A POINT OF DEFLECTION LEFT;

THENCE S.07°37'18"E., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 351.41 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.81°45'01"W., 154.30 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 154.34 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES TO A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF S.73°17'02"W., 1317.88 FEET;

1. N.42°57'36":W., 30.03 FEET;
2. N.85°29'31"W., 60.34 FEET;
3. S.45°51'35"W., 27.04 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 1344.34 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF S.64°37'59"W., 354.22 FEET;

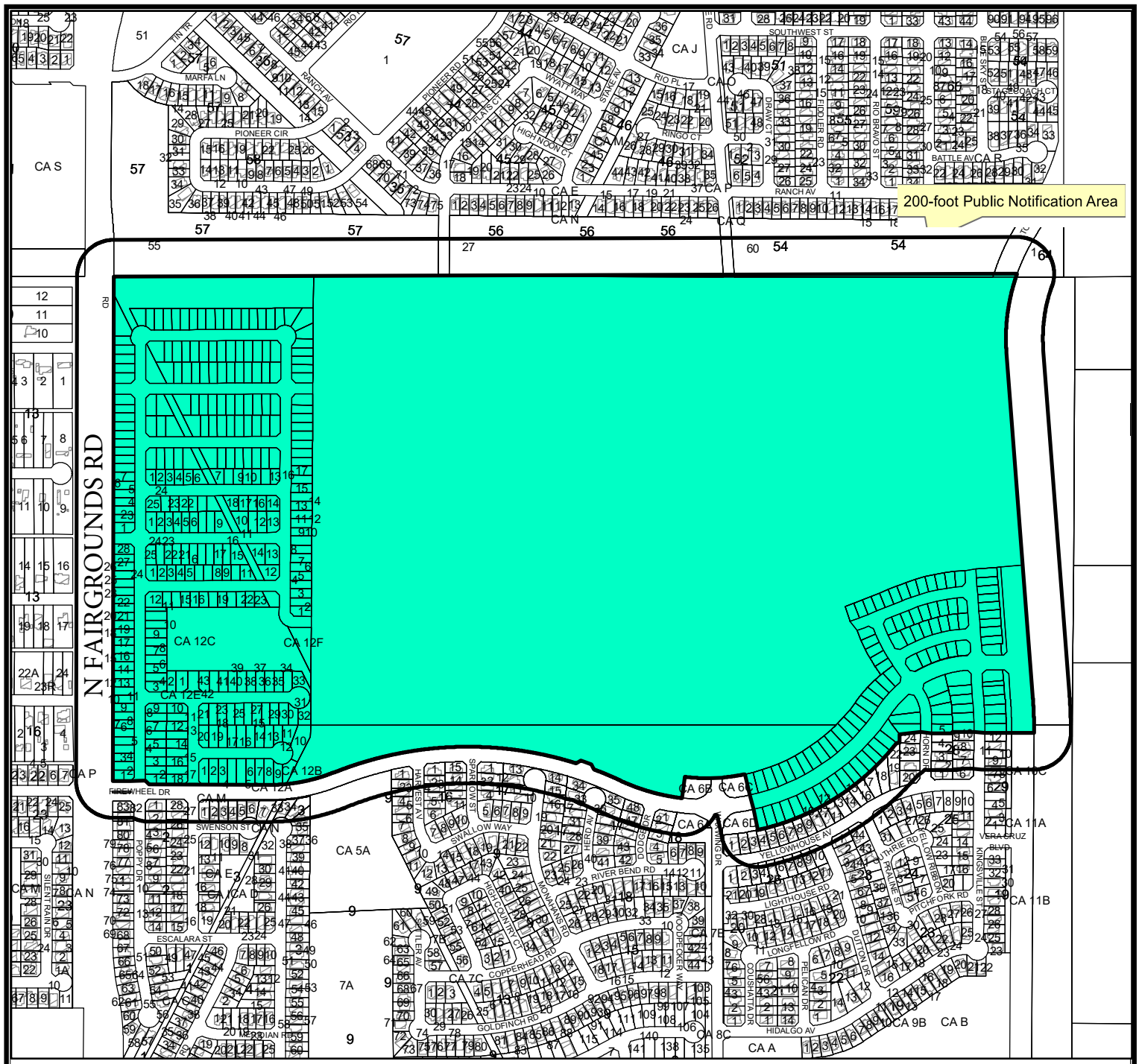
THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 356.44 FEET TO THE POINT OF TANGENCY;

THENCE THE FOLLOWING 5 COURSES AND DISTANCES;

1. S.75°43'57"W., 651.20 FEET;
2. N.59°20'03"W., 28.32 FEET;
3. S.74°47'34"W., 79.96 FEET;
4. S.75°43'57"W., 95.07 FEET TO AN "RPC" FOUND FOR THE SOUTHWEST CORNER HEREOF;
5. N.14°24'01"W., 2733.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 302.39 ACRES OF LAND.

JULY 10, 2025

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)



Location Map

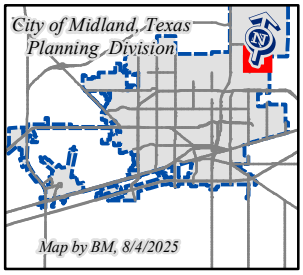
Z-25-0437 **Scale: 1" = 775'**

Consider a request by Betenbough Homes for a zone change from, PD, Planned Development District for Housing Development to PD, Planned Development District for Housing Development out of a 302.39-acre tract of land, in Section 18, Block 38, T-I-S, A-734, T&P RY. CO. Survey, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of North Fairgrounds Road and Firewheel Road. (Council District 1)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT OR INTENDED TO BE USED FOR PROPERTY VALUATION OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

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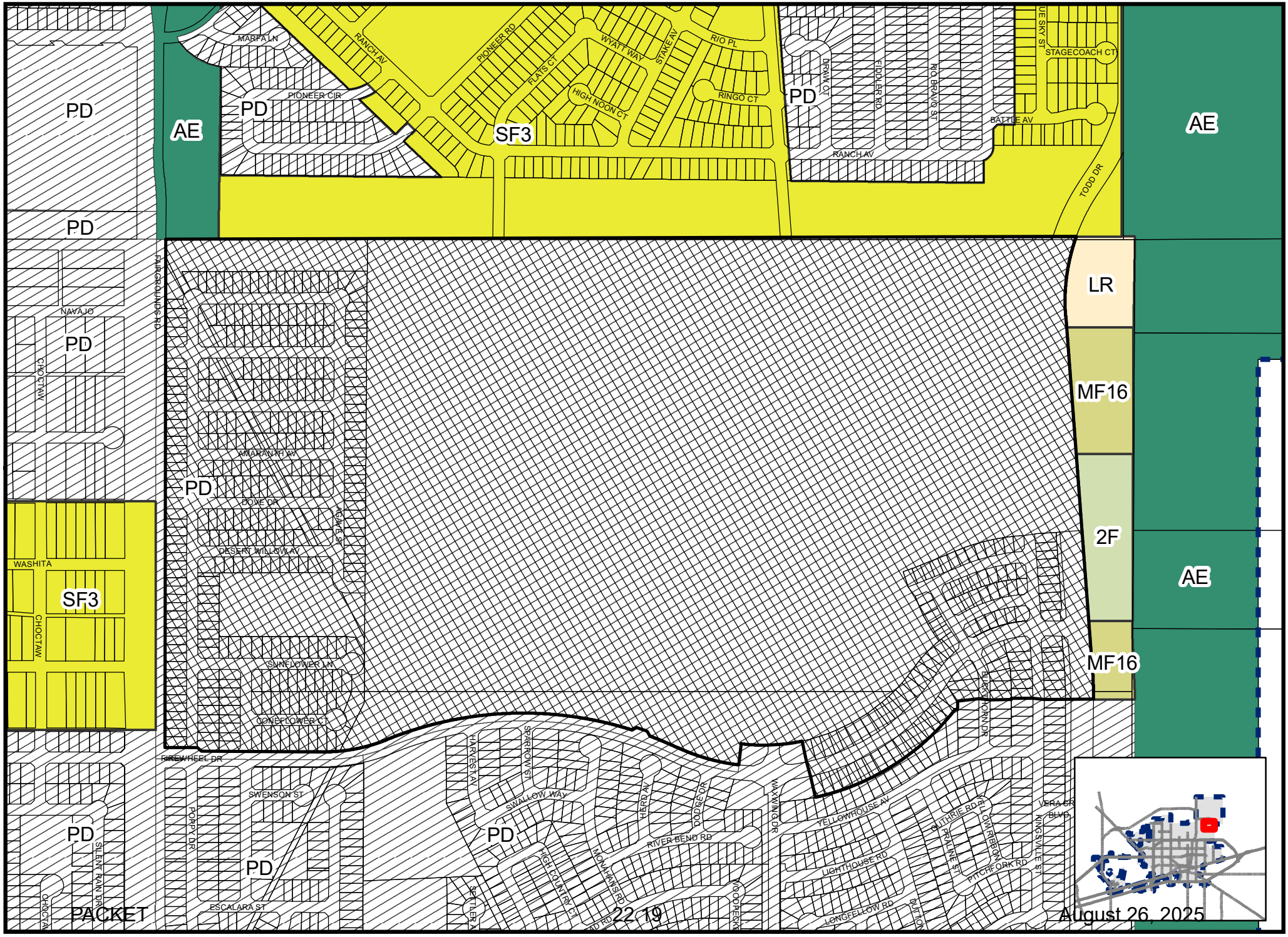

Map by BM, 8/4/2025

Z-25-0437

Scale: 1" = 646'

ZONING MAP

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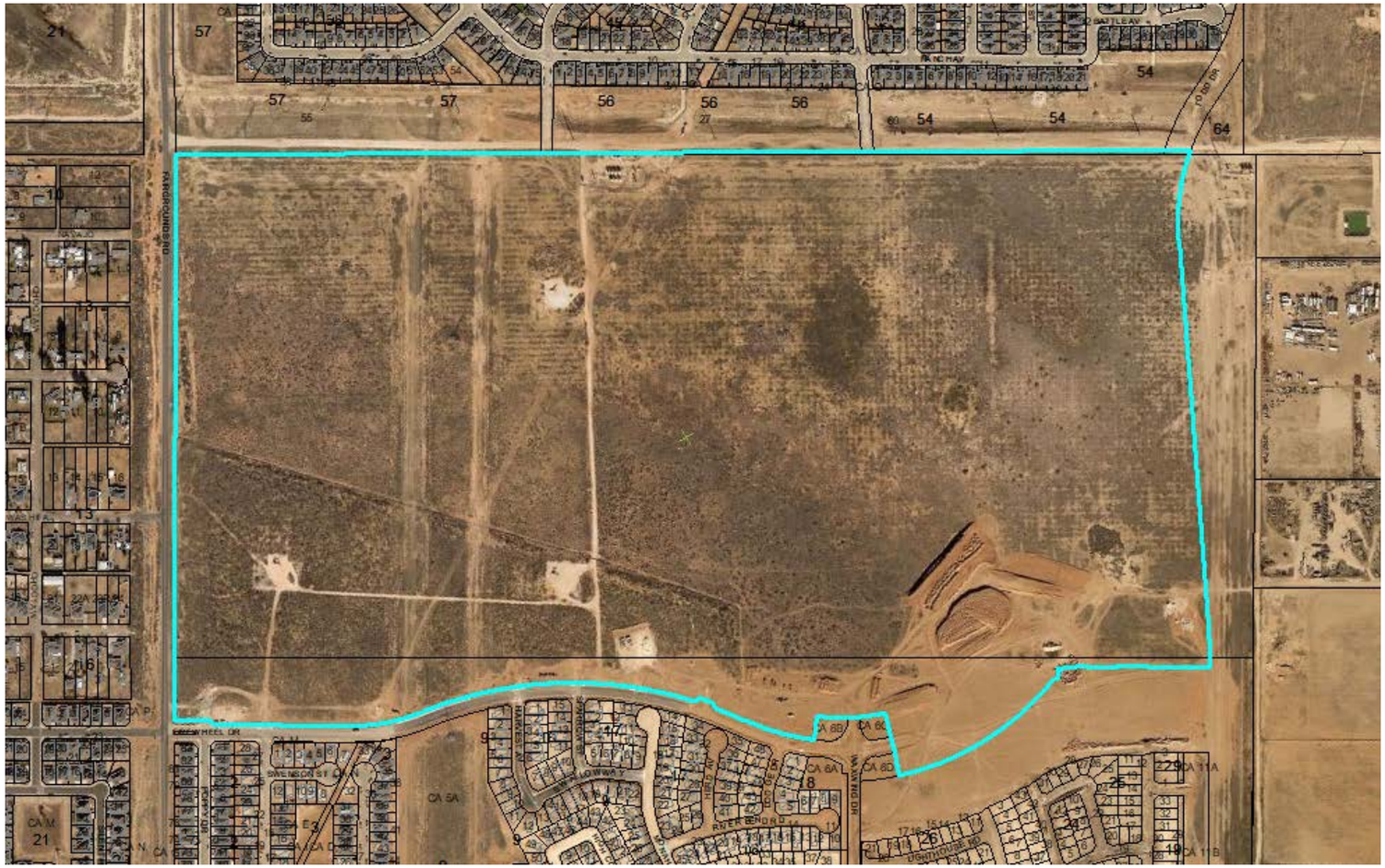
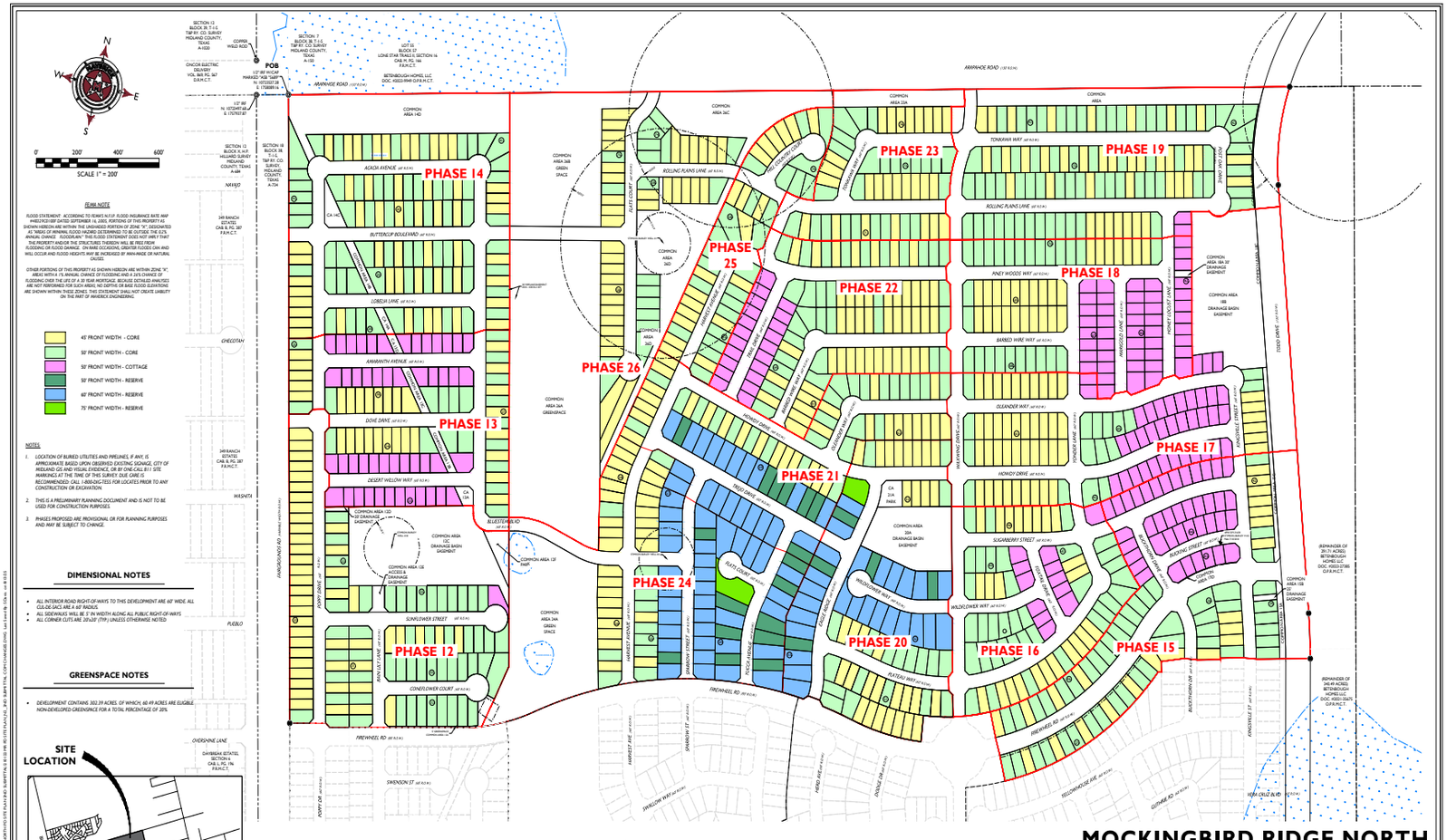




FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0185F DATED SEPTEMBER 16, 2005, PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ZONE "X" DESIGNATED AS AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." THE FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES.

OTHER PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN ZONE "X", AREAS WITH A 1% ANNUAL CHANCE OF FLOODING AND A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30 YEAR MORTGAGE. BECAUSE DETAILED ANALYSES ARE NOT PERFORMED FOR SUCH AREAS, NO SEPTIC OR BASE FLOOD ELEVATIONS ARE SHOWN WITHIN THESE ZONES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

- 45' FRONT WIDTH - CORE
- 50' FRONT WIDTH - CORE
- 50' FRONT WIDTH - COTTAGE
- 50' FRONT WIDTH - RESERVE
- 60' FRONT WIDTH - RESERVE
- 75' FRONT WIDTH - RESERVE

NOTES

1. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKING AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
2. THIS IS A PRELIMINARY PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
3. PHASES PROPOSED ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.

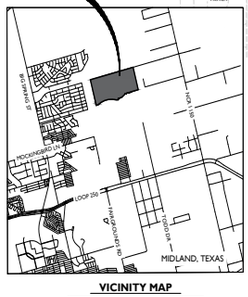
DIMENSIONAL NOTES

- ALL INTERIOR ROAD RIGHT-OF-WAYS TO THIS DEVELOPMENT ARE 60' WIDE. ALL CUL-DE-SACS ARE A 60' RADIUS.
- ALL SIDEWALKS WILL BE 5' IN WIDTH ALONG ALL PUBLIC RIGHT-OF-WAYS
- ALL CORNER CUTS ARE 20'x20' (TYP) UNLESS OTHERWISE NOTED

GREENSPACE NOTES

- DEVELOPMENT CONTAINS 302.39 ACRES, OF WHICH, 60.49 ACRES ARE ELIGIBLE NON-DEVELOPED GREENSPACE FOR A TOTAL PERCENTAGE OF 20%

SITE LOCATION



VICINITY MAP

N.T.S.

- GENERAL: SITE PLAN IS FOR A PROPOSED 1,291 LOT RESIDENTIAL SUBDIVISION WITH PROPOSED DEDICATED STORMWATER DETENTION BASINS SITUATED WITHIN HOA-MAINTAINED COMMON AREA GREEN SPACES, ALL BEING OUT OF A 302.39 ACRE TRACT OF LAND SITUATED IN SECTION 18, BLOCK 38, T-1-S, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF SINGLE FAMILY RESIDENTIAL DETACHED LOTS OF MIXED CLASSIFICATION. SEE INCLUDED LOT CLASS TABULATION FOR THE OVERALL LOT MAKEUP.
- SETBACKS: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', CUL-DE-SAC FRONT 15', SIDE 5', CORNER SIDE 10', REAR 10'.
- BUILDING HEIGHT: NO STRUCTURE SHALL EXCEED 42' IN HEIGHT OR 3 STORIES WITHIN THIS DEVELOPMENT.
- ACCESS: THE SITE IS PLANNED TO HAVE 14 EVENTUAL ACCESS POINTS, TWO TO THE WEST ACCESSING FAIRGROUNDS ROAD, ONE TO THE EAST ACCESSING TODD DRIVE, TWO TO THE NORTH ACCESSING ARMANDE, AND NINE TO THE SOUTH ACCESSING FIREWHEEL LANE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- EASEMENTS: OUTSIDE OF EXISTING EASEMENT ESTATE ON THE PARENT TRACT, THE FOLLOWING EASEMENTS ARE PLANNED TO SERVICE THE DEVELOPMENT:
  - 10' GENERAL UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS.
  - DEDICATED STORMWATER DRAINAGE BASINS WITHIN COMMON AREAS INDICATED.
- UTILITIES: PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT FROM THE EXISTING ADJACENT INFRASTRUCTURE AND EXPANDED ON AND OFFSITE INFRASTRUCTURE PROPOSED AS A REQUIRED COMPONENT OF THIS DEVELOPMENT. PUBLIC UTILITIES WILL BE ROUTED WITHIN THE RIGHT-OF-WAY THROUGHOUT THE INTERIOR OF THIS SUBDIVISION AND NEW WATER AND SEWER TAPS WILL BE REQUIRED.
- REFUSE: TRASH COLLECTION WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS, COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF IN COMPLIANCE WITH THE APPROVED DRAINAGE REPORT TO BE FILED WITH THE APPROVED PRELIMINARY PLAT

LEGEND

- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10019-4514"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES BOUNDARY LINE
- DENOTES EXISTING ADJACENT PROPERTY LINES
- DENOTES PROPOSED EASEMENT
- DENOTES SECTION LINE

P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T. DENOTES DEED RECORDS, MIDLAND CO., TX
(#) DENOTES SECTION NUMBER

LOT CLASS TABULATION

Product Class	Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core	45'	4825	46	30	50	22	25	45	27	38	31	30	46	26	29	20	35	38.7%
	50'	4851	53	20	64	46	35	17	25	65	19	25	31	25	11	24	17	36.9%
	50'	5261									5	7			10			1.7%
Reserve	60'	6095									26	20			34			6.2%
	75'	11335									1				1			0.2%
Cottages	50'	4120	1	49	0	41	12	37	47	2	0	0	21	0	0	0	0	16.3%
PHASE TOTAL			100	99	114	109	72	99	99	105	82	82	98	51	85	44	52	100%
			OVERALL TOTAL								1291							

MOCKINGBIRD RIDGE NORTH

PDHD SITE PLAN

BEING A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SHEET 01 OF 04

- Home Sites
- Amenity/Native Space
- Unusable Space (Pipeline, Basin, Oil Wells, Commercial)
- Trails
- Community Fence
- Playscape

Mockingbird Ridge Space Percentages		
Usable Acres	501	%
Amenity Space (Acreage) Parks, Native Area, Parkway, Trailhead, Roundabout	76	15%
Lots & ROW	425	85%

Open, Active Space	Acres	Qty	Radius Miles (Ideal)	Radius Miles (Standard)
	6	5		
Park (SE)	4	1 (Large)	0.25	0.50
Park (North Central)	1	1 (Mod/Small)	0.25	0.50
Park (Far North Central)	0.2	1 (Mod/Small)	0.25	0.50
Park (Triangle North of Firewheel)	0.5	Grass	0.25	0.50
Park (Triangle South of Firewheel)	0.5	Grass	0.25	0.50

Source for Radius Numbers: Midland Parks, Recreation, and Open Space Master Plan Page 3.18

Trail (Miles)	4
Total (Feet)	**23,240**
Trail North	2,713
Trail South	1,918
Trail Pipeline	1,901
Trail Common Area	637
Trail Park (Southeast - around Playscape)	1,500
Trail Park (Southeast Extention)	1,896
Trail around Basin (North Central)	1,288
Trail around Basin (Northeast)	1,984
Trail along Firewheel (Treelined Streets)	5,396
Trail along Blazing Saddle	1,235
Trail along Manning North (Pocket Park down to Roundabout)	2,862

PHASE 14
PHASE 13
PHASE 12
PHASE 25
PHASE 26
PHASE 23
PHASE 22
PHASE 21
PHASE 24
PHASE 20
PHASE 19
PHASE 18
PHASE 17
PHASE 16
PHASE 15
ACACIA AVENUE
BUTTERCUP BOULEVARD
LOBELIA LANE
AMARANTH AVENUE
DOVE DRIVE
DESERT WILLOW WAY
SUNFLOWER STREET
CONEFLOWER COURT
FIREWHEEL RD
ROLLING PLAINS LANE
TONKAWA WAY
KNEE WOODS WAY
SAWED HAWK WAY
OLEANDER WAY
HOWDY DRIVE
SUGARBERRY STREET
WILDFLOWER WAY
PLATEAU WAY
BLAZING STREET
MANNING DRIVE
TODD DRIVE
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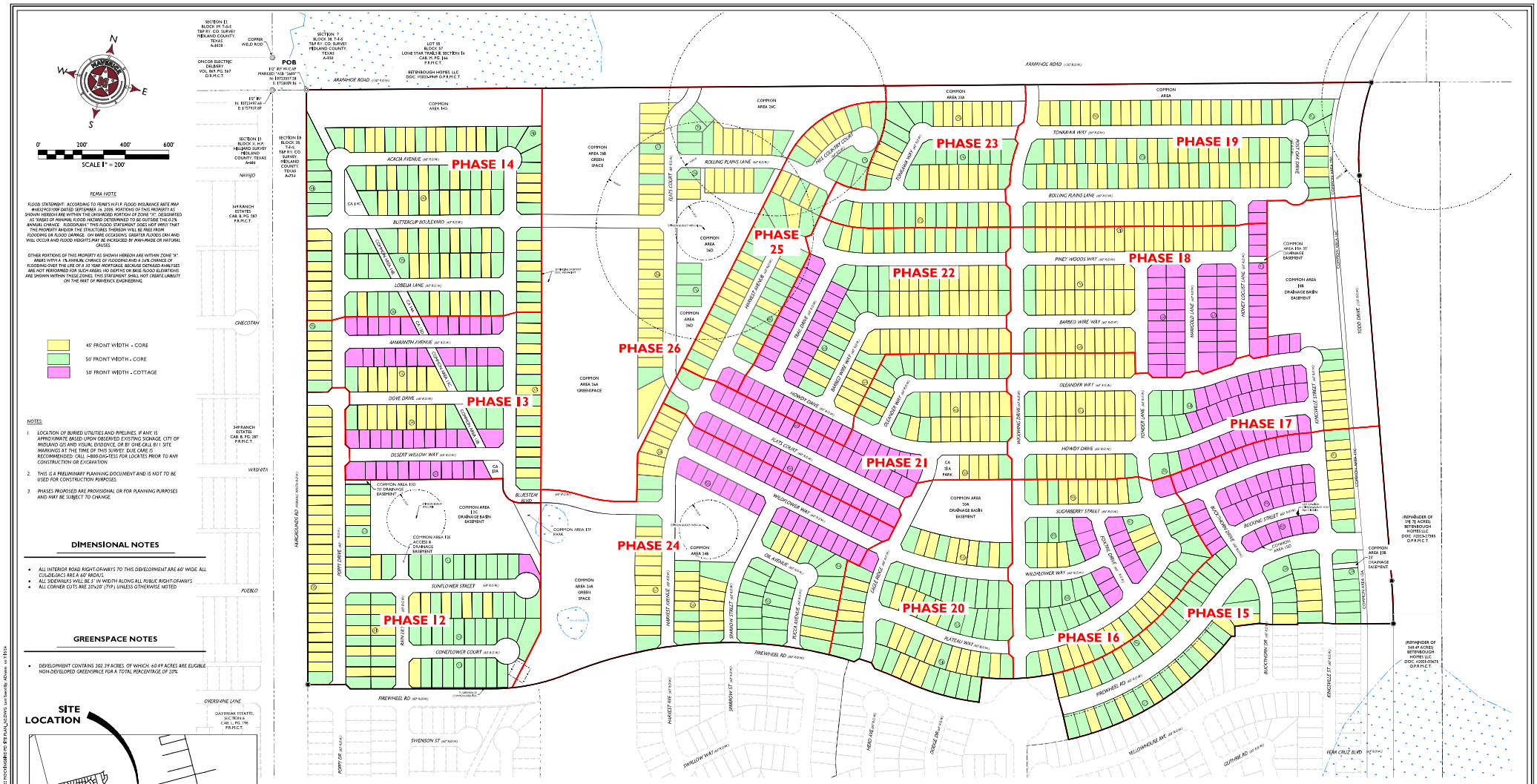
COMMON AREA

Currently Approved Site Plan



FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100F DATED SEPTEMBER 16, 2006, PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS OF MINIMAL FLOOD HAZARD DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES.

OTHER PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN ZONE "X", AREAS WITH A 1% ANNUAL CHANCE OF FLOODING AND A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30 YEAR MORTGAGE. BECAUSE DETAILED AVAILTSES ARE NOT PERFORMED FOR SUCH AREAS, NO DEPTHS OR BASE FLOOD ELEVATIONS ARE SHOWN WITHIN THESE ZONES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

45' FRONT WIDTH - CORE
50' FRONT WIDTH - CORE
50' FRONT WIDTH - COTTAGE

NOTES:

1. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
2. THIS IS A PRELIMINARY PLANNING DOCUMENT AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
3. PHASES PROPOSED ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.

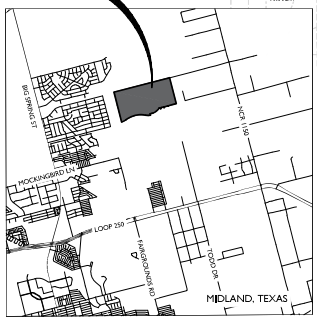
DIMENSIONAL NOTES

- ALL INTERIOR ROAD RIGHT-OF-WAYS TO THIS DEVELOPMENT ARE 60' WIDE. ALL CUL-DE-SACS ARE A 60' RADIUS.
- ALL SIDEWALKS WILL BE 5' IN WIDTH ALONG ALL PUBLIC RIGHT-OF-WAYS
- ALL CORNER CUTS ARE 20'x20' (TYP.) UNLESS OTHERWISE NOTED

GREENSPACE NOTES

- DEVELOPMENT CONTAINS 302.39 ACRES OF WHICH 60.49 ACRES ARE ELIGIBLE NON-DEVELOPED GREENSPACE FOR A TOTAL PERCENTAGE OF 20%

SITE LOCATION



VICINITY MAP

N.T.S.

- GENERAL: SITE PLAN IS FOR A PROPOSED 1,322 LOT RESIDENTIAL SUBDIVISION WITH PROPOSED DEDICATED STORMWATER DETENTION BASINS SITUATED WITHIN HOA-MAINTAINED COMMON AREA GREEN SPACES. ALL BEING OUT OF A 302.39 ACRE TRACT OF LAND SITUATED IN SECTION 18 BLOCK 38 T-1-S, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.
- DEVELOPMENT: THE DEVELOPMENT WILL CONSIST OF SINGLE FAMILY RESIDENTIAL DETACHED LOTS OF MIXED CLASSIFICATION. SEE INCLUDED LOT CLASS TABULATION FOR THE OVERALL LOT MAKEUP.
- SETBACKS: PROPOSED SETBACKS ON THE RESIDENTIAL COMPONENT OF THE SUBDIVISION ARE AS FOLLOWS: FRONT 20', CUL-DE-SAC FRONT 15', SIDE 5', CORNER SIDE 10', REAR 10'.
- BUILDING HEIGHT: NO STRUCTURE SHALL EXCEED 42' IN HEIGHT OR 3 STORIES WITHIN THIS DEVELOPMENT.
- ACCESS: THE SITE IS PLANNED TO HAVE 14 EVENTUAL ACCESS POINTS, TWO TO THE WEST ACCESSING FAIRGROUNDS ROAD, ONE TO THE EAST ACCESSING TODD DRIVE, TWO TO THE NORTH ACCESSING ARAPAHOE, AND NINE TO THE SOUTH ACCESSING FIREWHEEL LANE. ALL ACCESS POINTS ARE PLANNED FOR BOTH INGRESS AND EGRESS.
- EASEMENTS: OUTSIDE OF EXISTING EASEMENT ESTATE ON THE PARENT TRACT, THE FOLLOWING EASEMENTS ARE PLANNED TO SERVICE THE DEVELOPMENT:
  - 10' GENERAL UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS
  - DEDICATED STORMWATER DRAINAGE BASINS WITHIN COMMON AREAS INDICATED.
- UTILITIES: PUBLIC UTILITIES WILL SERVICE THE DEVELOPMENT FROM THE EXISTING ADJACENT INFRASTRUCTURE AND EXPANDED ON AND OFFSITE INFRASTRUCTURE PROPOSED AS A REQUIRED COMPONENT OF THIS DEVELOPMENT. PUBLIC UTILITIES WILL BE ROUTED WITHIN THE RIGHT-OF-WAY THROUGHOUT THE INTERIOR OF THIS SUBDIVISION AND NEW WATER AND SEWER TAPS WILL BE REQUIRED.
- REFUSE: TRASH COLLECTION WILL BE IN COMPLIANCE WITH THE CITY OF MIDLAND REQUIREMENTS, COLLECTED BY THE CITY OF MIDLAND UTILIZING SIDE LOADING TRUCKS.
- DRAINAGE: STORM WATER RUNOFF WILL BE DETAINED SO AS NOT TO INCREASE EXISTING PEAK RUNOFF IN COMPLIANCE WITH THE APPROVED DRAINAGE REPORT TO BE FILED WITH THE APPROVED PRELIMINARY PLAT.

LEGEND

- DENOTES SET 1/24INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194"
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES BOUNDARY LINE
- DENOTES EXISTING ADJACENT PROPERTY LINES
- DENOTES PROPOSED EASEMENT
- DENOTES SECTION LINE

P.R.M.C.T. DENOTES PLAT RECORDS, MIDLAND CO., TX
O.P.R.M.C.T. DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T. DENOTES DEED RECORDS, MIDLAND CO., TX
(#) DENOTES SECTION NUMBER

LOT CLASS TABULATION

Product Class		Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core	45'	4825	96'	46	30	50	22	25	45	48	69	24	25	49	25	32	23	37	42%
	50'	4851	90'	53	20	64	46	35	16	6	37	40	22	28	26	31	25	16	35%
Cottages	50'	4120	83'	1	49	0	41	12	36	49	2	1	46	31	0	37	2	0	23%
PHASE TOTAL				100	99	114	109	72	97	103	108	65	93	108	51	100	50	53	100%
				OVERALL TOTAL								1322							

MOCKINGBIRD RIDGE NORTH

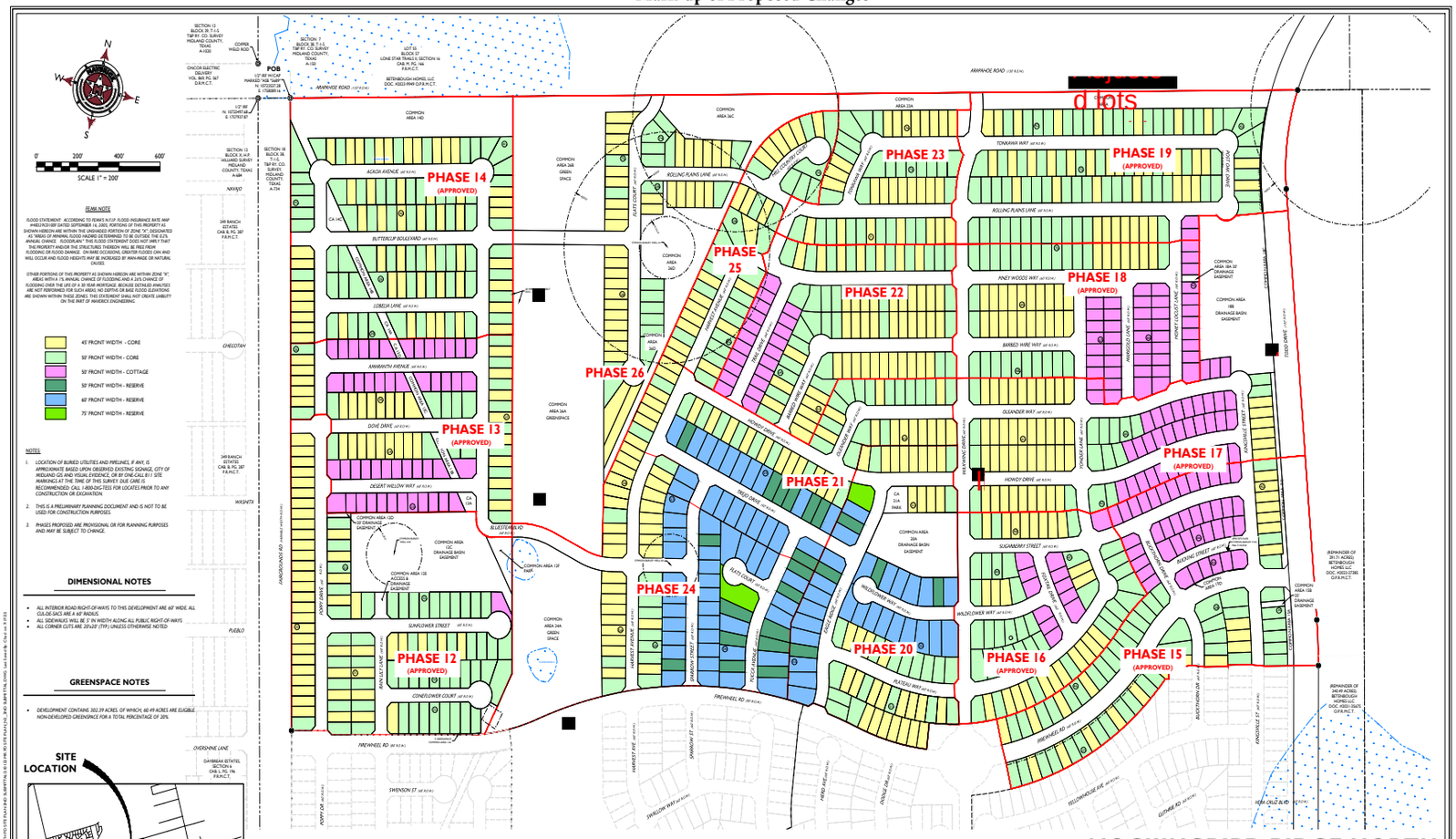
PDHD SITE PLAN

BEING A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

SHEET 01 OF 04

Mark-up of Proposed Changes

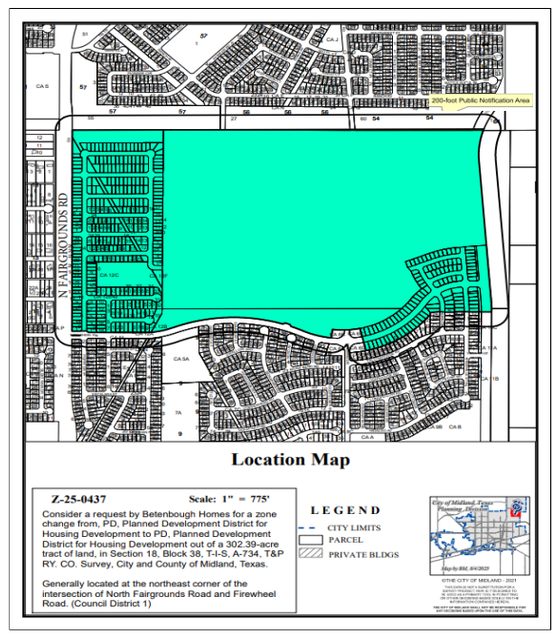


Product Class	Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core 45'	4825	96'	46	30	50	22	25	45	27	38	31	30	46	26	29	20	35	38.7%
Core 50'	4851	90'	53	20	64	46	35	17	25	65	19	25	31	25	11	24	17	36.9%
Reserve 50'											5	7			10			1.7%
Reserve 60'											26	20			34			6.2%
Reserve 75'											1				1			0.2%
Cottages 50'	4120	83'	1	49	0	41	12	37	47	2	0	0	21	0	0	0	0	16.3%
PHASE TOTAL			100	99	114	109	72	99	99	105	82	82	98	51	85	44	52	100%
OVERALL TOTAL											1291							

MIDLAND
Be the Energy!
ZONE CHANGE
MOCKINGBIRD RIDGE
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

- **Applicant/Property Owner:** Betenbough Homes, LLC
- **Representative:** Andrew Mellen, with Maverick Engineering
- **Location:** Generally located at the northeast corner of the intersection of North Fairgrounds Road and Firewheel Road. (Council District 1)
- **Reason for Request:** To adjust the site plan associated with the current Planned Development District



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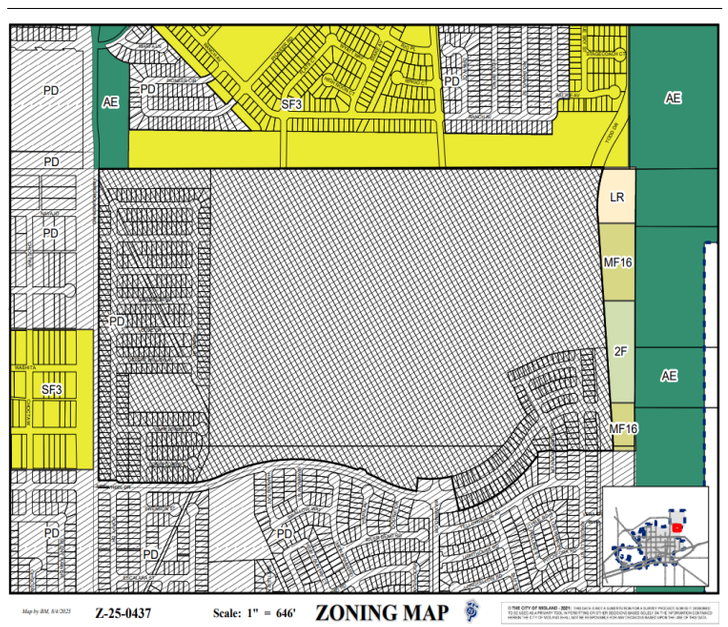
2

ZONING

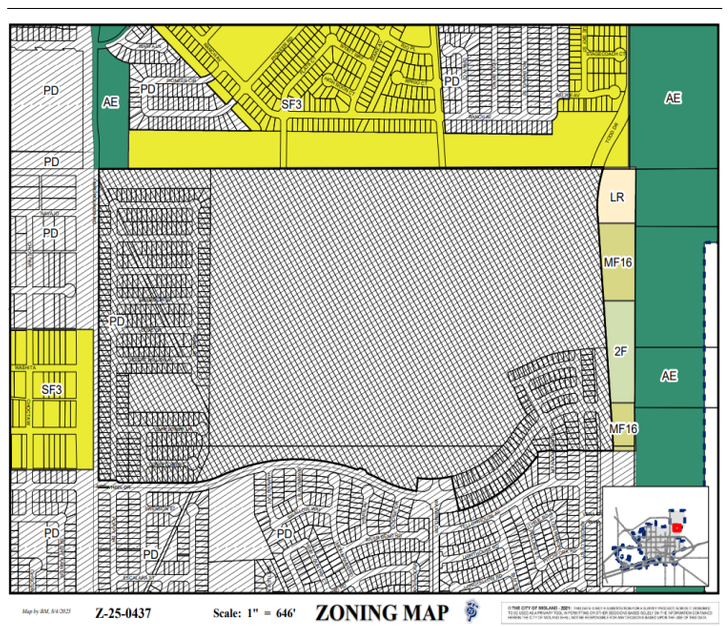
- **Current Zoning:** PD, Planned Development District for a Housing Development
- **Surrounding Zoning:**
  - **North:** SF-3, Single-Family Dwelling District and AE, Agricultural Estate District
  - **South:** PD, Planned Development District for a Housing Development



3

ZONING

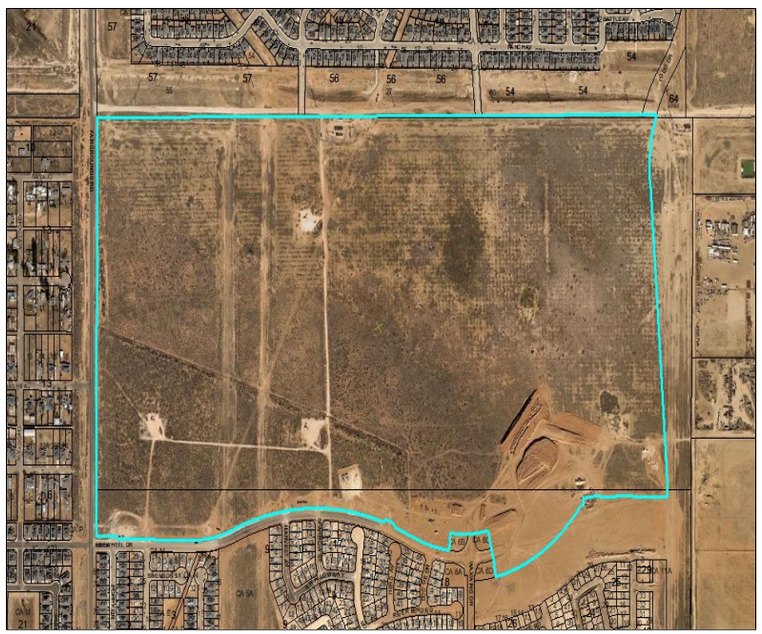
- **Surrounding Zoning:**
  - **East:** LR, Local Retail District, MF-16, Multiple-Family Dwelling District, and 2F, Two-Family Dwelling (Duplex) District
  - **West:** PD, Planned Development District for a Housing Development and SF-3, Single-Family Dwelling District
- **Proposed Zoning:** An amended PD, Planned Development District for a Housing Development



4

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
  - **North/South/West/East:** Single-Family Housing and Vacant Land
- **Proposed Use:** Single-Family Housing



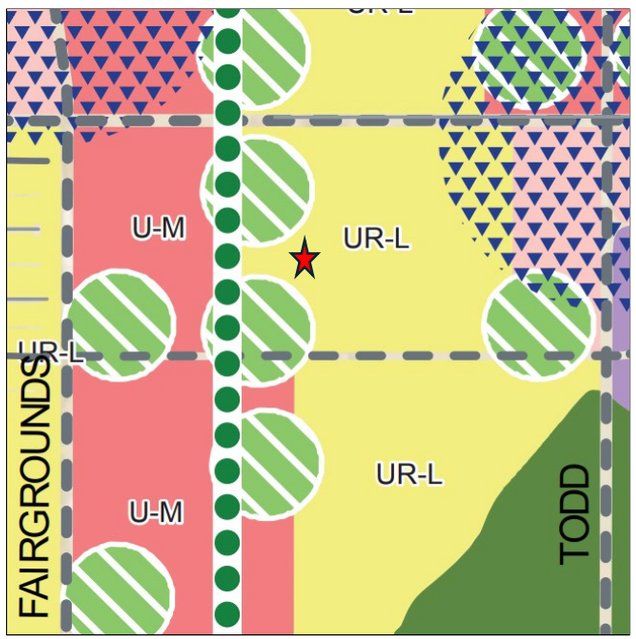
5

On North Fairgrounds Road, Looking East

6

COMPREHENSIVE PLAN

- **Land Use Designation:** Urban-Medium (U-M) and Urban Residential-Low (UR-L)
- **Supported Uses:** Supporting uses include a mix of residential use, schools, churches, and low-dense commercial.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan.*



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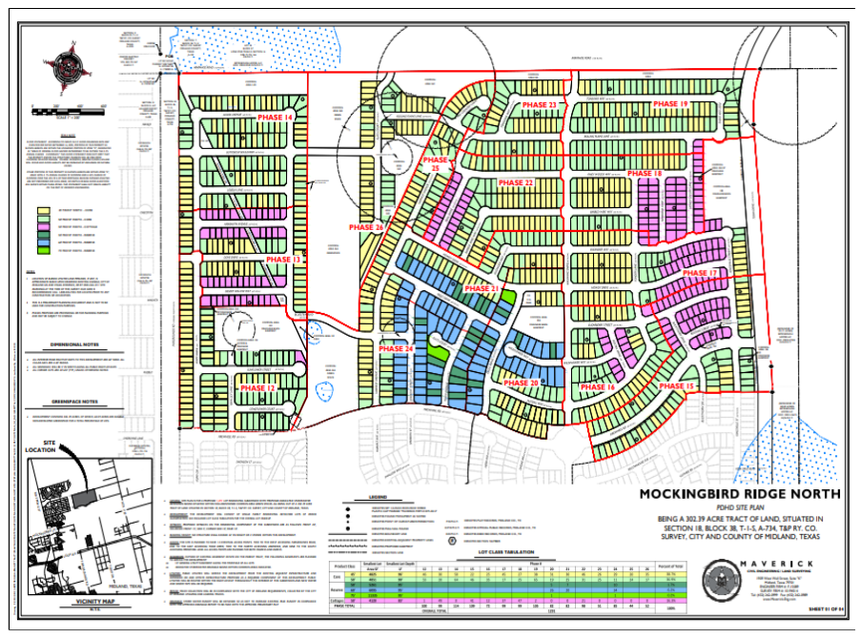
7

SITE PLAN

- **Base Zoning:** SF-3, Single-Family Dwelling District
- **Acreage:** 302.39
- **Proposed Lots:** 1,291
- **3 Classes:**
  - Core – 977 lots
  - Reserve – 104 lots
  - Cottages – 210 lots



8

LOT SIZES

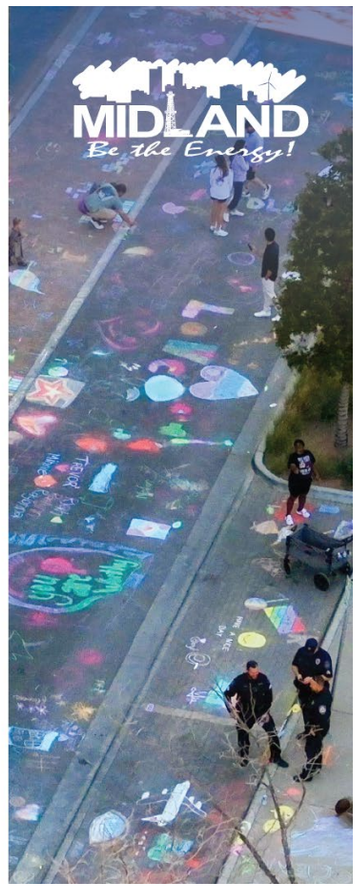
Product Class		Smallest Lot Area SF	Smallest Lot Depth LF	Phase # 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Percent of Total
Core	45'	4825	96'	46	30	50	22	25	45	27	38	31	30	46	26	29	20	35	38.7%
	50'	4851	90'	53	20	64	46	35	17	25	65	19	25	31	25	11	24	17	36.9%
Reserve	50'	5261	95'									5	7			10			1.7%
	60'	6095	95'									26	20			34			6.2%
	75'	11335	95'									1				1			0.2%
Cottages	50'	4120	83'	1	49	0	41	12	37	47	2	0	0	21	0	0	0	0	16.3%
PHASE TOTAL				100	99	114	109	72	99	99	105	82	82	98	51	85	44	52	100%
				OVERALL TOTAL								1291							

- **Core:**
  - Minimum lot width of 45 feet, minimum lot depth of 90 feet, and minimum lot area of 4,825 square feet.
- **Reserve:**
  - Minimum lot width of 50 feet, minimum lot depth of 95 feet, and minimum lot area of 5,261 square feet.
- **Cottage:**
  - Minimum lot width of 50 feet, minimum lot depth of 83 feet, and minimum lot area of 4,120 square feet.

STAFF'S RECOMMENDATION

- No objections were received.
- The Planning and Zoning Commission recommended approval of this request on August 18, 2025.
- Staff recommends approval of this request with the following conditions:

A. That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit "B".



STAFF'S RECOMMENDATION

B. That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit "C" and incorporated herein for all purposes.

C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

11

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

ORDINANCE NO. 10564

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND LR, LOCAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 302.39-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District, in part,

SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, TH, Townhouse (Attached) Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, MF-16, Multiple-Family Dwelling District, in part, and LR, Local Retail District, in part, to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit "C" and incorporated herein for all purposes.

C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 10th day of September, A.D., 2024; and passed to second reading on motion of Council member Ladd, seconded by Council member Dufford, by the following vote:

Council members voting "AYE": Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Ladd, seconded by Council member Norman, on the 24th day of September, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE": Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 24th day of September, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

FIELD NOTE DESCRIPTION OF A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY. TEXAS, AND BEING A PORTION OF THAT SAME TRACT CALLED FOR IN DOCUMENT NUMBER 2018-20726 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10723537.29, E.(x): 1758089.19, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "ASB 5689", FOUND ON THE NORTH LINE OF SAID SECTION 18, AT THE NORTHEAST CORNER OF A CALLED 22.96 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD FOUND AT A FENCE CORNER AND ACCEPTED AS BEING IN THE POSITION OF THE PATENTED IRON PIPE AT THE COMMON WEST CORNER OF SAID SECTION 18, AND SECTION 7 OF THE SAME BLOCK BEARS S.75°19'52"W., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 156.42 FEET, AND BEING THE NORTHWEST CORNER HEREOF;

THENCE N.75°19'52"E., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 4894.40 FEET TO A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1040.00 FEET AND A CHORD BEARING AND DISTANCE OF S.06°51'59"E., 431.04 FEET BEING ON THE EAST LINE OF PROPOSED "TODD DRIVE" FOR THE NORTHEAST CORNER HEREOF;

THENCE ALONG SAID TODD DRIVE AND THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 434.18 FEET TO THE POINT OF TANGENCY;

THENCE S.18°49'35"E., CONTINUING ALONG SAID TODD DRIVE, 1868.51 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 2560.00 FEET AND A CHORD BEARING AND DISTANCE OF S.16°37'01"E., 197.40 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 197.45 FEET TO A POINT OF DEFLECTION RIGHT FOR THE SOUTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 9 COURSES AND DISTANCES ALL TO AN "RPC" FOUND, TO A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1305.00 FEET AND A CHORD BEARING AND DISTANCE OF S.43°21'40"W., 886.78 FEET;

1. S.75°20'52"W., 265.00 FEET;
2. S.80°51'01"W., 60.26 FEET;
3. S.75°20'52"W., 115.00 FEET;
4. S.14°25'02"E., 7.06 FEET;
5. S.75°20'52"W., 115.00 FEET;
6. S.81°18'37"W., 60.27 FEET;
7. S.69°08'15"W., 114.62 FEET;
8. S.14°39'08"E., 46.14 FEET;
9. S.77°16'15"W., 15.51 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 904.79 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE N.26°46'36"W., 115.00 FEET TO AN "RPC" FOUND;

THENCE N.29°43'59"W., 80.11 FEET TO AN "RPC" FOUND;

THENCE N.26°33'48"W., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.66°52'14"W., 119.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 119.27 FEET TO A POINT OF TANGENCY;

THENCE S.72°23'25"W., 72.42 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.78°25'37"W., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 137.24 FEET TO A POINT OF DEFLECTION LEFT;

THENCE S.07°37'18"E., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 351.41 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.81°45'01"W., 154.30 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 154.34 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES TO A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF S.73°17'02"W., 1317.88 FEET;

1. N.42°57'36":W., 30.03 FEET;
2. N.85°29'31"W., 60.34 FEET;
3. S.45°51'35"W., 27.04 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 1344.34 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF S.64°37'59"W., 354.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 356.44 FEET TO THE POINT OF TANGENCY;

THENCE THE FOLLOWING 5 COURSES AND DISTANCES;

1. S.75°43'57"W., 651.20 FEET;
2. N.59°20'03"W., 28.32 FEET;
3. S.74°47'34"W., 79.96 FEET;
4. S.75°43'57"W., 95.07 FEET TO AN "RPC" FOUND FOR THE SOUTHWEST CORNER HEREOF;
5. N.14°24'01"W., 2733.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 302.39 ACRES OF LAND.

JULY 10, 2024

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

EXHIBIT "B"

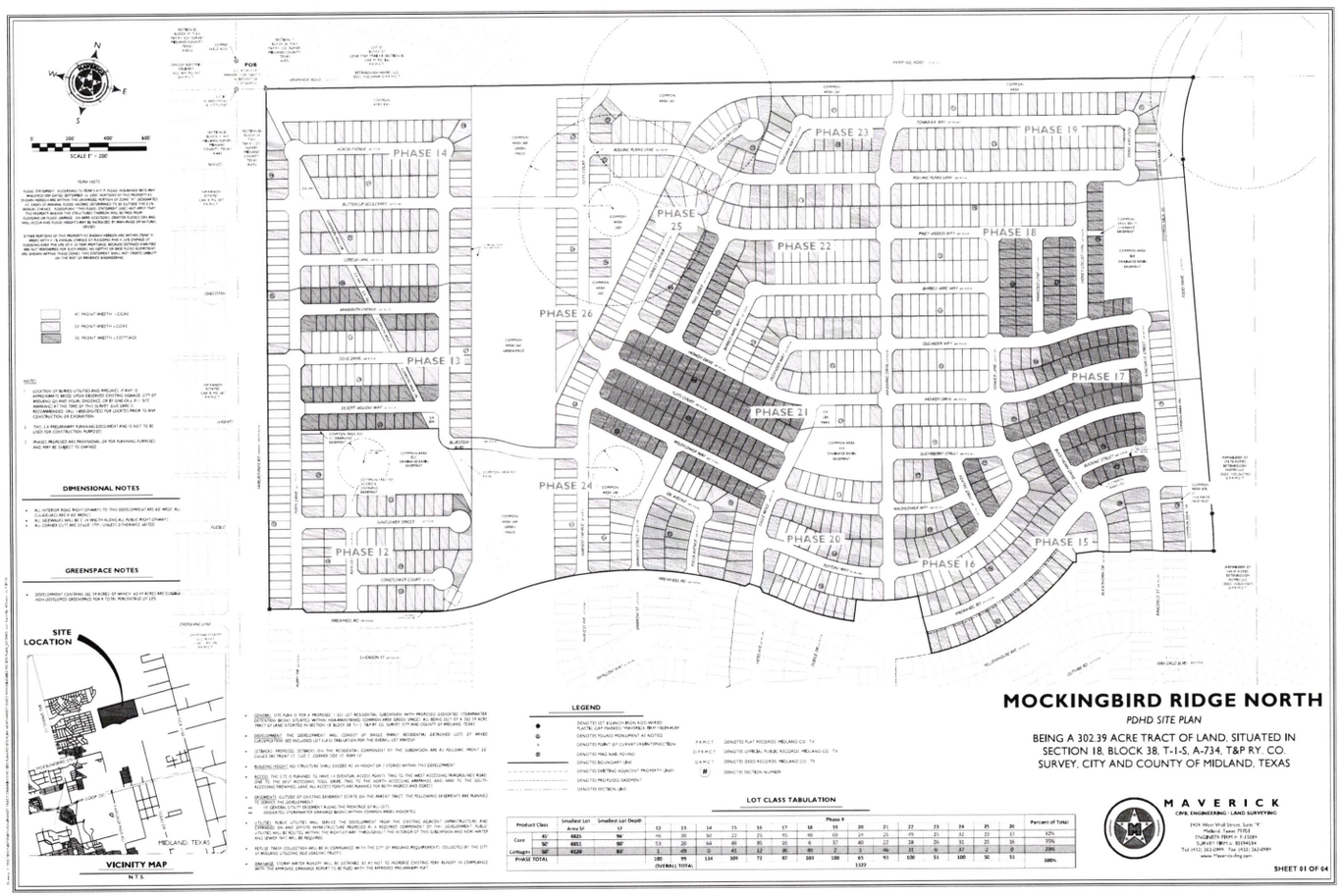

MOCKINGBIRD RIDGE NORTH
PDHD SITE PLAN
BEING A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS
MAVERICK
CIVIL ENGINEERING · LAND SURVEYING
SHEET 01 OF 04
PHASE 12
PHASE 13
PHASE 14
PHASE 15
PHASE 16
PHASE 17
PHASE 18
PHASE 19
PHASE 20
PHASE 21
PHASE 22
PHASE 23
PHASE 24
PHASE 25
PHASE 26
SCALE 1" = 200'
DIMENSIONAL NOTES
GREENSPACE NOTES
SITE LOCATION
MIDLAND, TEXAS
VICINITY MAP
N.T.S.
LEGEND
LOT CLASS TABULATION

EXHIBIT "C"

MOCKINGBIRD RIDGE

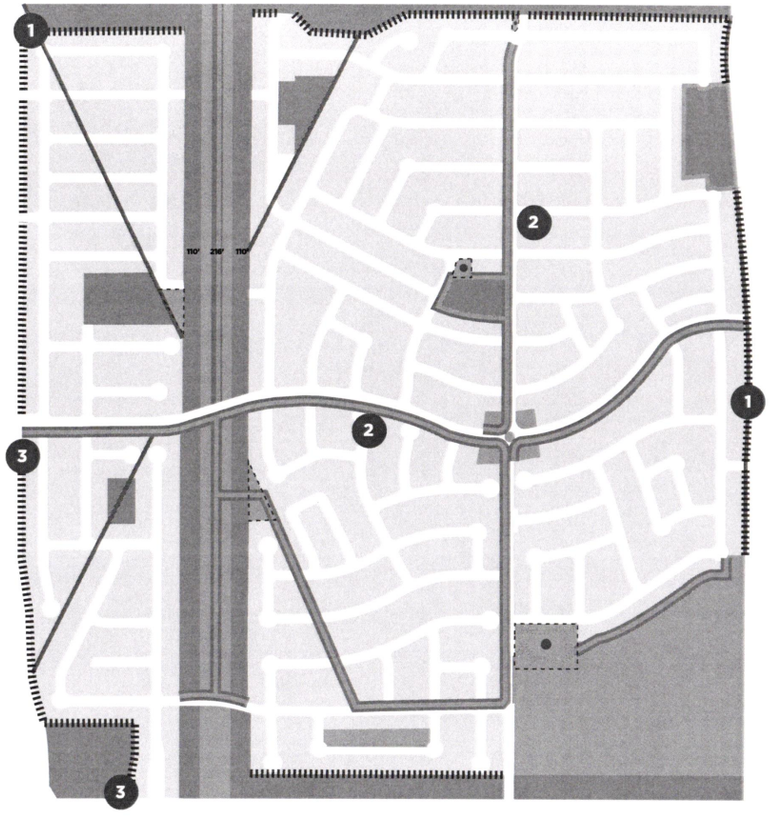
AMENITY MAP

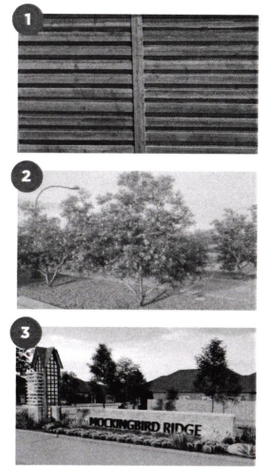
Mockingbird Ridge Space Percentages		
Usable Acres	501	%
Amenity Space (Acreage) Parks, Native Area, Parkway, Trailhead, Roundabout	76	15%
Lots & ROW	425	85%

Open, Active Space	Acres	Qty	Radius Miles (Ideal)	Radius Miles Standard)
	6	5		
Park (SE)	4	1(Large)	0.25	0.50
Park (North Central)	1	1(Med/Small)	0.25	0.50
Park (Far North Central)	0.2	1(Med/Small)	0.25	0.50
Park (Triangle North of Firewheel)	0.5	Grass	0.25	0.50
Park (Triangle South of Firewheel)	0.5	Grass	0.25	0.50

Source for Radius Numbers: Midland Parks, Recreation, and Open Space Master Plan Page 3.18

Trail (Miles)	4
Total (Feet)	**23,240**
Trail North	2,713
Trail South	1,918
Trail Pipeline	1,901
Trail Common Area	637
Trail Park (Southeast - around Playscape)	1,500
Trail Park (Southeast Extention)	1,806
Trail around Basin (North Central)	1,288
Trail around Basin (Northeast)	1,984
Trail along Firewheel (Treelined Streets)	5,396
Trail along Blazing Saddle	1,235
Trail along Waxwing North (Pocket Park down to Roundabout)	2,862





Home Sites

Amenity/Native Space

Unusable Space
(Pipeline, Basin, Oil Wells, Commercial)

Trails

Community Fence

Playscape

City Council Meeting

Item Number: 23

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Britton Murry, Planner

Subject: MOTION GRANTING TURNER SIGN SYSTEMS' APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1, BLOCK 1, QUIKTRIP STORE 7911, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH FAIRGROUNDS ROAD AND GARDEN CITY HIGHWAY) (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Turner Sign Systems is requesting a variance to exceed the maximum pole sign height, the maximum pole sign square footage, and maximum total signage square footage allowance for a property located at 3101 Garden City Highway.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Turner Sign Systems is requesting a variance from the City of Midland Zoning Ordinance Section 11-7a-7.- Sign Standards for the development of a QuikTrip store. The applicant is requesting for a 624 square foot pole sign, with the total display being 449.6 square feet. This

request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 180 square feet for pole signs. The applicant is requesting a variance of 444 square feet from the maximum pole sign square footage required by code (180 square feet).The applicant suggests that with their geographic positioning on I-20, they would like their sign to be larger and visible for potential customers. They applicant also suggests having a large, visible sign provides drivers with the opportunity to safely maneuver through traffic in order to take the appropriate exit.

The applicant is requesting for the maximum total signage square footage for the property to be either be waived, or to not include the pole signage. The proposed total signage square footage for the property is 789 square feet. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which allows for no more than 360 square feet for a property's total signage. The applicant is requesting for a maximum total signage square footage variance of 429 square feet (360 square feet allowed by code). The applicant acknowledges that they minimized the rest of the properties sign square footage due to the large, proposed pole sign. The proposed pole sign includes 624 square feet of the proposed 789 square footage for the property. The applicant is asking for this request do to their large lot, which is 6 acres and includes 740 linear feet of frontage. The applicant suggests that the overall total signage square footage for the property would be 165 square feet if the pole sign was not included.

The applicant is requesting for a 100-foot pole sign. This request is not compliant with Section 11-7a-7.- Sign Standards of the City of Midland Zoning Ordinance, which prohibits pole signs from exceeding 30 feet in height. The applicant is requesting a variance of 70 feet for the maximum height of a pole sign allowed by code (maximum height of 30 feet). The applicant believes that the large signs visibility will bring a significant tax boom to the City of Midland. The applicant mentions that they had a chance to place the sign outside of city limits, in which they would not be required to follow the City of Midland sign regulations. However, they applicant has chosen not to do that as both community support and facility support are core values of QuikTrip development.

Planning:

Overall, the applicant is requesting for approval of a 624 square foot pole sign, which is 444 square foot variance, a 100-foot pole sign height, which is a 70-foot variance, and for the maximum total property square footage to either be waived or not include the pole sign. City code does not allow for more than 360 square feet of signage. The overall proposed signage for this property is 789 square feet, with a total variance of 429 square feet. With the proposed square footage being more than double the allowable square footage by code, staff recommends denial based off the drastic variances for each of the three requests which have not historically been permitted in other cases.

However, we recommend instead that the property should be granted a partial variance of a maximum of 50 feet in height for the pole sign, a maximum pole sign area of 300 square feet, and a maximum sign area of 517 (the 300 square foot pole sign plus the two monument signs). This is a more arguable variance given the proximity to I-20 and would allow the property to have a pole sign that is comparable to what would be allowed for a property along I-20 while

still being able to keep the current design of the proposed monument signs.

Morris Williams Jr.

City Manager's Office

QuikTrip Corporation

Dallas Division
8700 Freeport Pkwy Ste. 115
Irving, TX 75063

August 8th, 2025

City of Midland
Construction Permits and Inspections
300 N Loraine
Midland, Texas 79701

QuikTrip 7911
Matkin Hoover Job No. 7911.01
Sign Variance Request

City of Midland Staff,

My name is Jenna Graas and I'm with Turner Sign Systems in Grand Prairie, Texas. We're currently working with Craig Honeywell of QuikTrip Corporation to develop signage for a convenience store with auto and truck fueling located at the northeast corner of Fairgrounds Road and State Highway 158, located in the Midland City limits, with an assigned address of 3101 Garden City Highway.

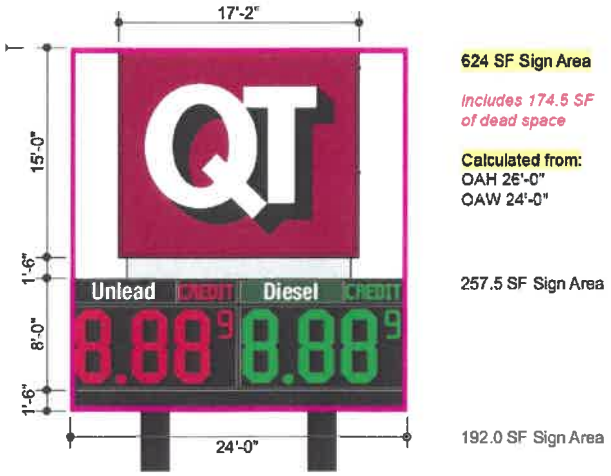
As requested by the staff, we would like to make the case for a signage variance for the following comments received from the staff:

1. *Pole sign is over sq. ft. allowed by ordinance. Sign must be less than 180 sq. ft.*
2. *Pole sign is over height allowed by ordinance. Maximum height 30ft.*
3. *Maximum total sign sq. ft. allowances for property are 360 sq. ft.*

We would like to make the case that, per our vicinity to the Interstate Highway 20 corridor, we request that we be allowed to construct a 100-foot-tall sign within the City Limits of the City of Midland. We have examined the code thoroughly and feel that our proposed signage meets the intention of the code by honoring public safety and preventing any sort of undue nuisance inflicted upon the public.

"Pole sign is over sq. ft. allowed by ordinance. Sign must be less than 180 sq. ft"

While requesting to be allowed 624 sq. ft. for the pole sign, 174.5 sq. ft. of this is dead space and the total display is 449.5 sq. ft.

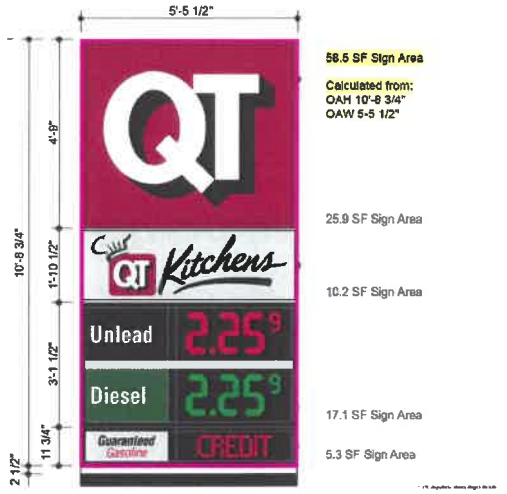


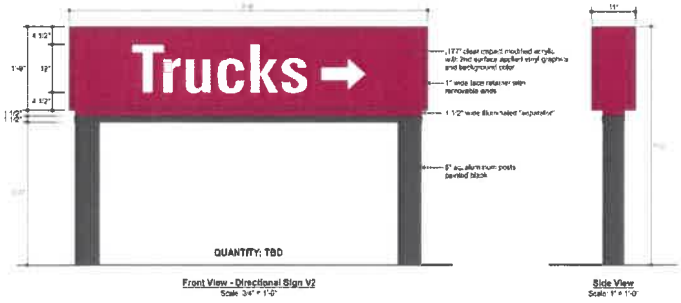
The site's primary customer base will consist of highway travelers. These customers will primarily be drawn to the site from Interstate Highway 20 and the increased square footage is essential to compensate for the distance from the I-20 Exit ramps to Garden City Highway and Fairgrounds Road. The driving issue here is the eastbound exit ramp is roughly 4,830 feet from the I-20 and Fairgrounds intersection and roughly 5,700 feet from the proposed sign location. In order for customers to make a safe traffic decision it is imperative to use a proper font height given both distance and the traveling speed. The proposed square footage ensures the QuikTrip signage remains legible and impactful for Interstate Highway 20 travelers, allowing them to make safe traffic maneuvers to exit the interstate safely. The larger display area is driven by the increased font size required for proper visibility to customers along I-20.

"Maximum total sign sq. ft. allowances for property is 360sq. ft."

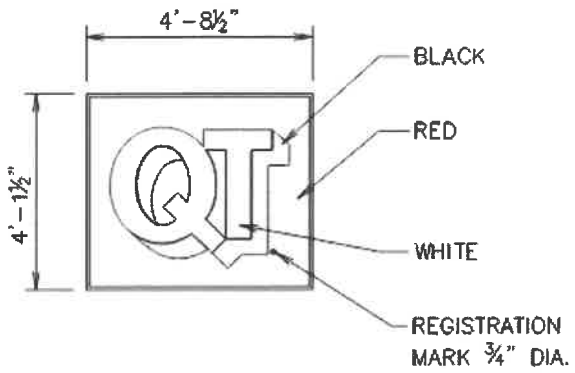
Because we are asking for a pole sign above the allowed display area, we have tried to minimize signage throughout the rest of the site and limited the monument sign to less than 60 sq. ft. for each of the two monument signs. We would ask that the site total of 360 sq. ft. allowed be waived, or the pole sign not be counted against the total. Aside from the two (2) monument signs we also have directional signage to help control the truck traffic. There are three (3) proposed directional signs each roughly 5' tall and 7'6" wide with a display area of roughly 15 sq. ft. This would bring our freestanding signage total to 789 sq. ft. but 174.5 of that is dead space. The freestanding signage not including the pole sign would be roughly 165 sq. ft.

We also believe that this is in line with the intent of the code as our site is quite large, being just over 6 acres and having over 740 linear feet of frontage between both streets. This area and frontage do not include roughly 2.8 acres of land to the East that we own. By not including the pole sign towards the allowable freestanding signage, it would allow us to have appropriate signage for each street frontage and traffic control signs to help direct trucks in and out of our site.





Our building signage is limited to two (2) 20 sq. ft. "QT" logos and a 60 sq. ft. channel letter "QuikTrip" for a total of 100 sq. ft. This would bring the total signage not including the pole sign to roughly 265 sq. ft. Our canopy signage includes 4 "QT" logo buttons that match the building buttons at 20 sq. ft. each, which would bring the total site signage to 969 sq. ft. Of this total there is still 174.5 sq. ft. of dead space that is not display area. The total excluding the pole sign would be 345 sq. ft. Given the size of our development, we believe that the sq. ft. of signage not including the pole sign being below what the code allows meets the spirit and intent of the code.



"Pole sign is over height allowed by ordinance. Maximum height 30ft."

The request for the height of 100 feet was based off on-site research and real-world conditions. Because these signs are quite expensive in nature and QuikTrip understands the code is based on limiting signage, they believe in asking for just what is needed. To attain the needed height QuikTrip hired a crane to set up in the proposed sign location and raise a flag into the air to various heights to mimic the proposed sign. Once the crane had a flag in the air, QuikTrip Real Estate employees drove each direction on Interstate 20 to check visibility. They do this until the flag is visible for the exit and make this height the proposed bottom of the sign. This helps ensure that QuikTrip is efficient with the costs for their sign and keeps them from asking for more than they need when requesting a variance.

We believe that a 100-foot-tall sign will bring a significant tax boom to the City of Midland, allowing the city to charge inspection and permit fees for the proposed sign, as well as increasing the taxable value of the land by the Midland County Appraisal District. While there were other options where this sign could have been placed, such as just off-property in an area that is not within the City Limits, community support and facility support is a core tenet of QuikTrip Store Development, allowing stores to contribute that to the towns and jurisdictions they're constructed in.

"Pole sign is over sq. ft. allowed by ordinance. Sign must be less than 180 sq. ft."
"Maximum total sign sq. ft. allowances for property are 360 sq. ft."
"Pole sign is over height allowed by ordinance. Maximum height 30ft."

In summary our intent in asking for this variance is to keep our pole sign on our property and in the city of Midland. We are hopeful that by keeping the rest of the signage below what would be allowed, shows we are trying to meet the spirit and intent of the code.

For us to keep the pole sign in the city limits we would need the following:

1. **Approval of a pole sign being over 180 sq. ft.**, with a display area of 449.5 sq. ft. and a signage area of 624 sq. ft. per the city's calculation standards.
2. **Approval of the total sq. ft. of signage on property to exceed 360 sq. ft.**, we would recommend addressing this by just not counting the pole sign towards the signage area.
3. **Approval of the pole sign being over 30' in height**, with a proposed height of 100'.

We hope you consider our request for a variance regarding our proposed sign within City of Midland, allowing for the increased display area and height of our pole sign and not counting it towards the overall site signage. We look forward to working with the City Staff as we continue to apply for permits and help bring this vision of a QuikTrip within Midland to reality. Should you or your staff have questions, comments, or require additional information, please feel free to contact our office.

Sincerely,

QuikTrip
Craig Honeywell
Real Estate Manager
Office (945) 455-6426
Cell (816) 929-0173
8700 Freeport Parkway Suite 115
Irving TX 75063

Notice of Sign Permit Denial

August 15, 2025

Turner Sign Systems
1302 Avenue R
Grand Prairie, TX, 75050

RE: 3101 Garden City Highway

Ms. Garcia:

The plan review for the building permit for this project has been completed. Your sign permit request has been denied based off of the below comments. Should you or the design consultants need further clarification regarding these comments or conditions, please contact the appropriate department or staff member.

Building Code- Tom Pineda - 432-685-7286 Tpineda@midlandtexas.gov

1. **Pole sign is over sqft allowed by ordinance. Sign must be less than 180 sq ft.**
2. **Pole sign is over height allowed by ordinance. Maximum height 30ft**
3. **Footing details required for each sign, if over 30ft require stamped plans**
4. **Maximum total sign sqft allowances for property is 360 sqft**

Per Midland City Code Section 11-7a-15 (C) Any person aggrieved by the action of the City Building Official in the denial of an application for a permit or in his decision with reference to the issuance of a sign permit shall have the right to appeal to the Midland City Council. Such appeal shall be taken by filing with the City Manager's Office, not later than 14 days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The Midland City Council shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant. The decision and order of the Midland City Council on such appeal shall be final and conclusive.

Your sign appeal request will go to the Midland City Council on **August 26th, 2025.** City Council meetings start at 10:00 a.m. and take place at 300 N Loraine Avenue.

Sincerely,

Britt Murry
Senior Planner
City of Midland, TX, Planning and Zoning
432-685-7208, bmurry@midlandtexas.gov

MIDLAND
Code Administration

PERMANENT SIGN
PERMIT APPLICATION

1. PROJECT INFORMATION

Project Address: 3101 Garden City Highwy	Project Description: Install new pole sign
Name of Business: Quik Trip	
Valuation of Job: $ 35,000	Zoning:
Property Line Setbacks: Front _____ Side _____ Rear _____	Property Easements: Yes _____ No x

Lot/Tract:	Block:	Subdivision/Survey:	Lot Size: (sq. ft.)

Type of Work: New Construction x Additional _____ Repair Existing _____	Engineering Required: _____
Sign Type: Pole/Pylon x Monument x Directional _____ Wall _____ LED _____ Other _____	
Illumination: Internal: x External _____ None _____	Proposed Sign Area: _____ Facade: Height: _____ Width: _____

Number of Signs: 3	Height Above Grade: _____	Overhang Permitted: _____	Other: _____

2. BUILDING OWNER INFORMATION

Name: Quik Trip Corporation	Address:	
Phone:	Fax:	Email:

3. SIGNAGE / CONTRACTOR INFORMATION

Name: Turner Sign Systems	Address: 1302 Ave R, Grand Prairie, TX 75050	
Phone: 817-222-0033	Fax:	Email: permits@turnersignsystems.com

4. PLEASE READ CAREFULLY

- Attach three (3) copies of the Signage Site Plan and Signage Elevations showing building dimensions and square footages of the signage areas.
- All signs with lighting must have an Underwriters Laboratory label affixed to cabinet and electrical.
- Be advised incomplete applications may be rejected, denied or cause permit processing delays.
- This permit becomes null and void if work authorized is not commenced within 180 days of issuance or if work is suspended or abandoned for a period of 180 days at any time after work is commenced.
- I hereby certify that I am the property owner or their authorized agent, and have the owner's consent to apply for the permit requested and receive all subsequent communications and business related to this application. I further certify that the information provided is true and correct to the best of my knowledge. This work shall comply with all provisions of laws and ordinances, whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any federal, state or local law regulating construction or the performance of construction.

Signature of Applicant:	Date: 4/11/25
Printed Name of Applicant: Shanda Jones	Phone: 817-222-0033
Email: permits@turnersignsystems.com	Fax:

Code Administration Division
Development Services Department
300 N. Loraine Street - P.O. Box 1152 - Midland, Texas 79702
Office: 432-685-7390 - Fax 432-686-1609

Date: 4/14/25

Business: Quik Trip
Permit # /Address: SGN-069531-2025 (3101 GARDEN CITY HIGHWAY Midland, TX 79706)

This is the Building Inspections review for the project above . The following comments or conditions that must be addressed prior to completion of the review and issuance of the building permit. **Should you or the design consultants need further clarification regarding these comments or conditions, please contact The Building inspections Department.**

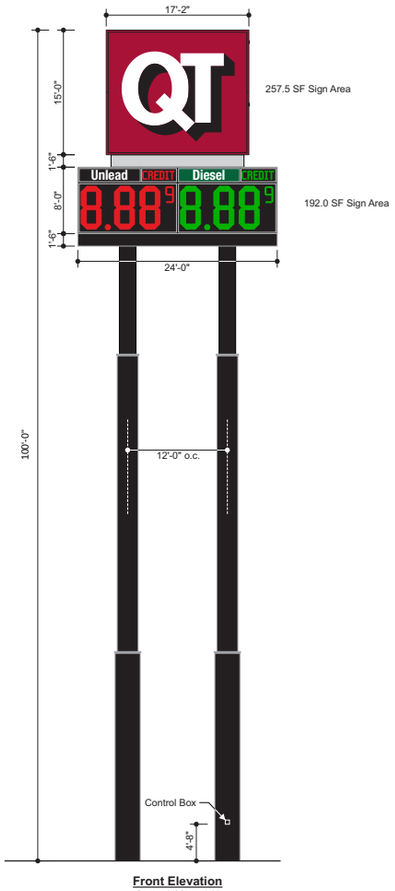
Building Code- Tom Pineda - 432-685-7286 Tpineda@midlandtexas.gov

1. **Pole sign is over sqft allowed by ordinance. Sign must be less than 180 sq ft.**
2. **Pole sign is over height allowed by ordinance. Maximum height 30ft**
3. **Footing details required for each sign, if over 30ft require stamped plans**
4. **Maximum total sign sqft allowances for property is 360 sqft**

A written response to each comment shall accompany revised plans, all change/corrections shall be "clouded" on the resubmitted plans.

Sincerely,

Tom Pineda
Commercial Plan Review
432-685-7286
tpineda@midlandtexas.gov



Front Elevation
Scale: 3/32" = 1'-0"

Side Elevation

7911 -TCHR17-ELSSP-CC High Rise Sign

- QT Logo
- Silver Fabricated Aluminum Divider
- Two (2) Product LED Gas Price Sign with Cash & Credit
- 449.5 Square Feet Sign Area

Notes:
1.) Engineering provided by QT.
2.) Steel supports provided by QT.

Color Specifications

All Paint Finishes to be Akzo Nobel

- Opaque Silver
- Translucent White
- Black - Low Gloss
- Matte White (Interior of Sign)
- Match 3M Cardinal Red #3632-53
- Match PMS 349C

Regarding Fabrication Fit & Finish of All QT Signs:

- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.

Allen Industries
FILE NUMBER E212503
Listed Electric Sign Complies with UL48 CSA C22.2 No.207
E212503 AII 017510
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND ASSOCIATED ELECTRICAL CODES OF THE STATE. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.
GROUNDED ELECTRICAL CONNECTIONS

7911 -TCHR17-ELSSP-CC

Project Information

Client
QuikTrip

Location

Sales	Design	Project Manager
House	**CT**	**James Gentry**

Date / Description

12/16/19	Issue Date	Initial
01/10/20	Rev. 1	CT
02/14/20	Rev. 2	CT
3		
4		
5		
6		
7		
8		
9		

Notes

Store #

7911

Declaration

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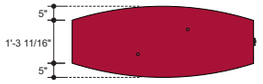
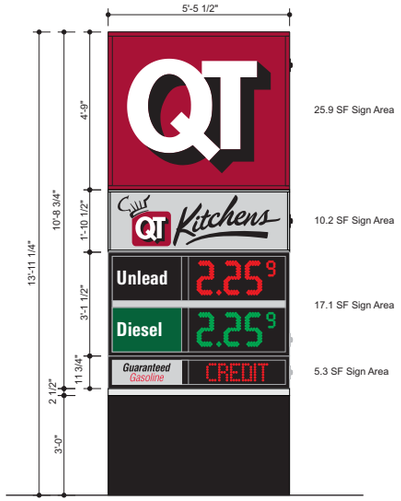
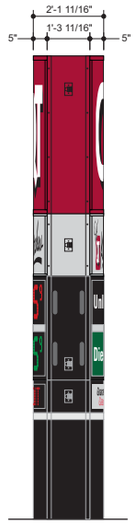


Top View



Front Elevation
Scale: 3/8" = 1'-0"



Side Elevation
Scale: 3/8" = 1'-0"

7911 -MV-E2PGQ-CC-59
Vertical Monument Sign

- QT Kitchens
- Two (2) Product LED Gas Price Sign with Cash & Credit
- 58.6 Square Feet Sign Area

Notes:
1.) Engineering provided by QT.
2.) Steel supports provided by sign installer.

Color Specifications

All Paint Finishes to be Akzo Nobel

- Opaque Silver
- Translucent White
- Black - Low Gloss
- Matte White (Interior of Sign)
- Match 3M Cardinal Red #3632-53
- Match PMS 349C

Regarding Fabrication Fit & Finish of All QT Signs:

- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
- Any visible fasteners are to be countersunk and have painted heads.
- Face retainers must fit flush and have even, minimal seams.
- Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.

Allen Industries
FILE NUMBER E213503
Listed Electric Sign Complies with UL48 CSA C22.2 No.207
E213503 AII 017510
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND ASSOCIATED ELECTRICAL CODES OF THIS JURISDICTION. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.
GROUNDED ELECTRICAL CONNECTIONS

7911 -MV-E2PGQ-CC-59

Project Information

Client
QuikTrip

Location

Sales	Design	Project Manager
House	**CT**	**James Gentry**

Date / Description

12/03/19	Issue Date
01/14/20	Rev. 1
02/17/20	Rev. 2

Notes

-

Store #

7911

Declaration

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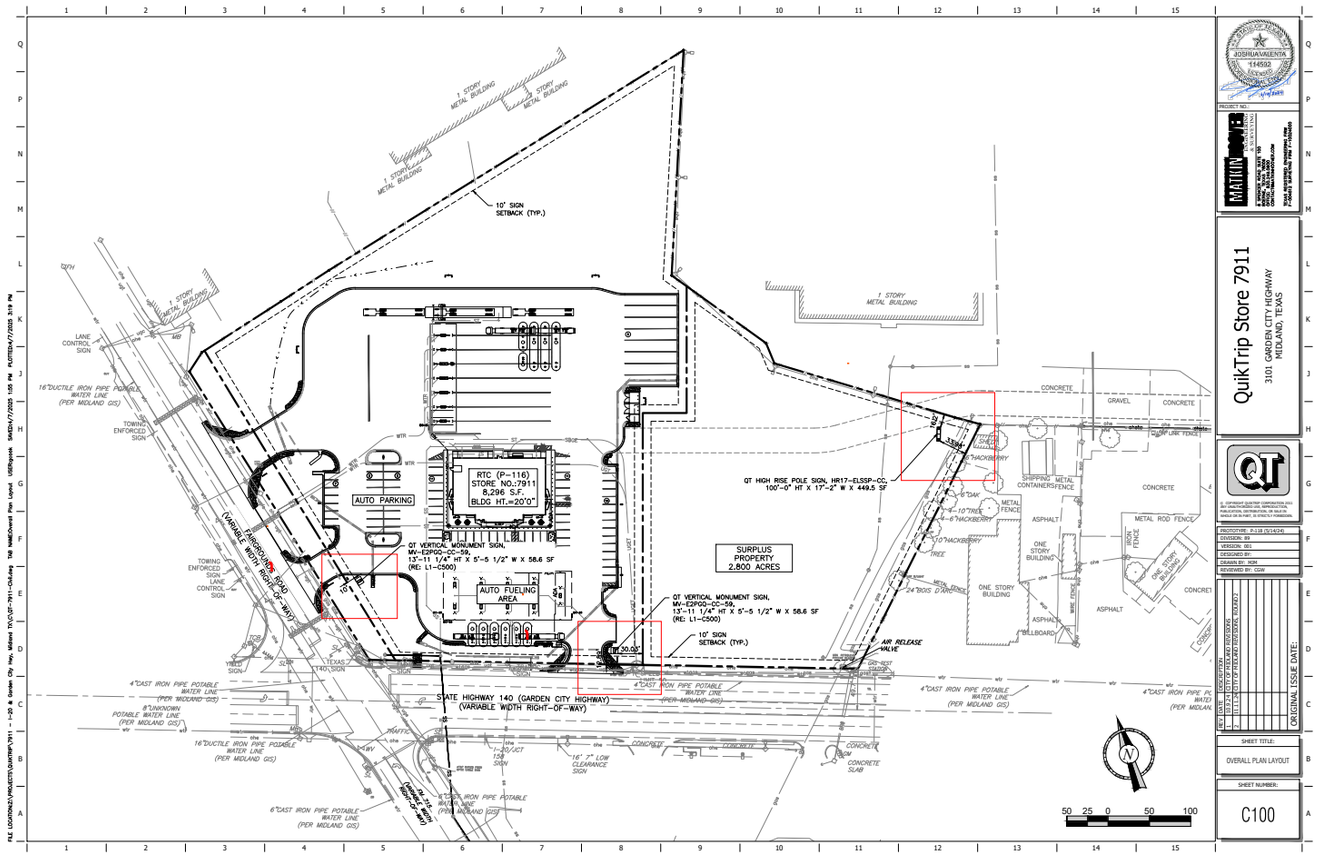
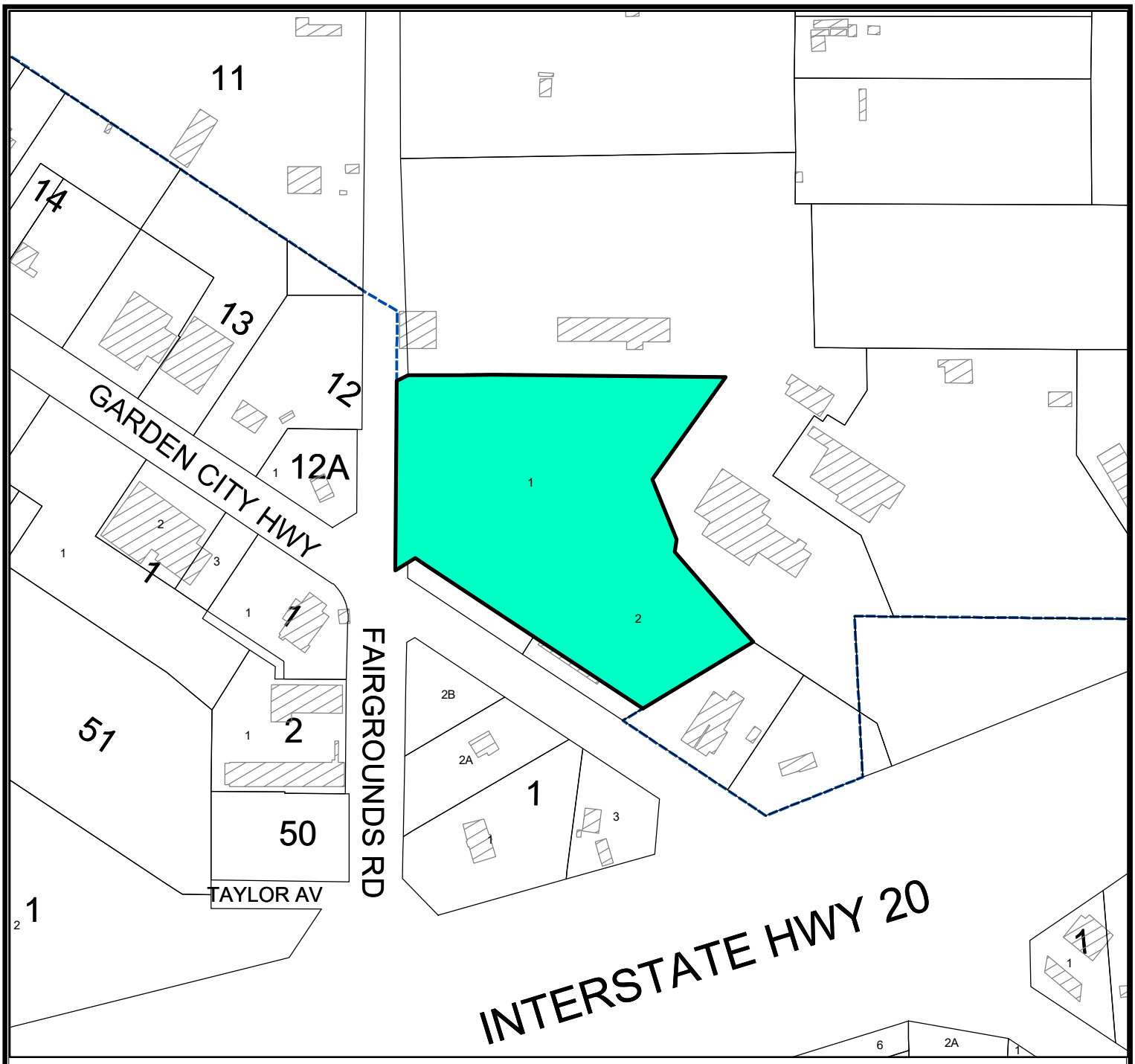

QuikTrip Store 7911
3101 GARDEN CITY HIGHWAY
MIDLAND, TEXAS
OVERALL PLAN LAYOUT
C100
ORIGINAL ISSUE DATE:
RTC (P-116)
STORE NO.:7911
8,296 S.F.
BLDG HT.=20'0"
AUTO PARKING
AUTO FUELING AREA
SURPLUS PROPERTY 2.800 ACRES
QT VERTICAL MONUMENT SIGN, MV-E2PGQ-CC-59, 13'-11 1/4" HT X 5'-5 1/2" W X 58.6 SF (RE: L1-C500)
QT HIGH RISE POLE SIGN, HR17-ELSSP-CC, 100'-0" HT X 17'-2" W X 449.5 SF
10' SIGN SETBACK (TYP.)
STATE HIGHWAY 140 (GARDEN CITY HIGHWAY) (VARIABLE WIDTH RIGHT-OF-WAY)
BRIDGEVIEW ROAD (VARIABLE WIDTH RIGHT-OF-WAY)
1 STORY METAL BUILDING
16"DUCTILE IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
4"CAST IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
8"UNKNOWN POTABLE WATER LINE (PER MIDLAND GIS)
6"CAST IRON PIPE POTABLE WATER LINE (PER MIDLAND GIS)
AIR RELEASE VALVE
LANE CONTROL SIGN
TOWING ENFORCED SIGN
TEXAS 140 SIGN
YIELD SIGN
I-20/I-ACT 158 SIGN
16' 7" LOW CLEARANCE SIGN
CONCRETE SLAB
CONCRETE
GRAVEL
ASPHALT
SHIPPING CONTAINERS
METAL FENCE
METAL ROD FENCE
IRON FENCE
ONE STORY BUILDING
BILLBOARD
WIRE FENCE
50 25 0 50 100



Location Map

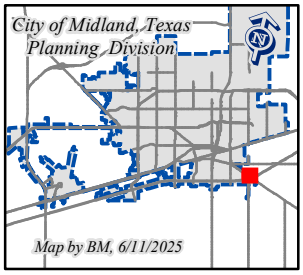
QuikTrip 7911 **Scale: 1" = 310'**

Motion granting Turner Sign Systems appeal and reversing the building official's denial of a sign permit for Lot 1, Block 1, QuikTrip Store 7911, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of East State Highway 158 and South Fairgrounds Road. (Council District 2)

LEGEND

CITY LIMITS
PARCEL
PRIVATE BLDGS



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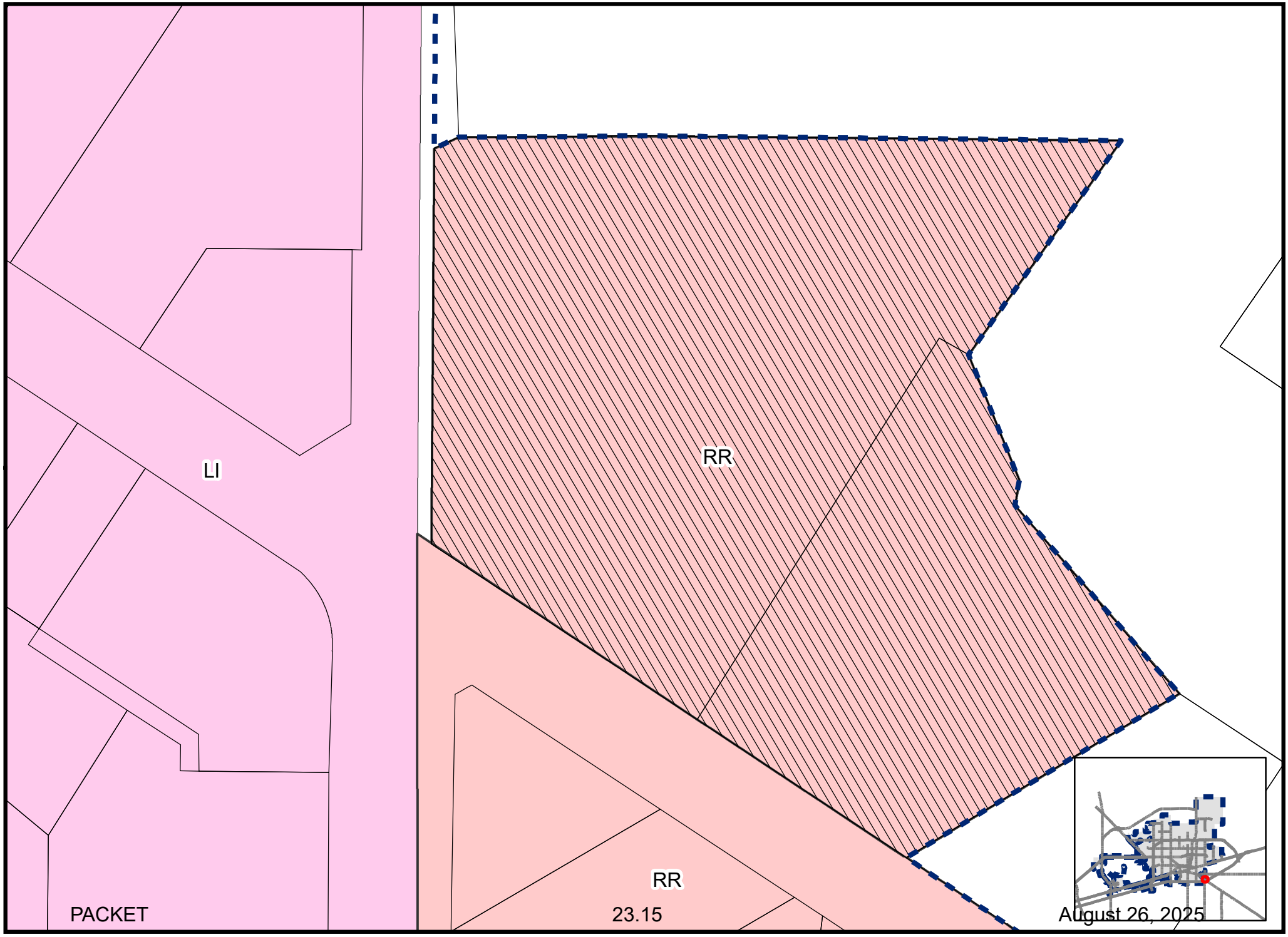

Map BM, 6/12/2025

1" = 125'

ZONING MAP

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MIDLAND
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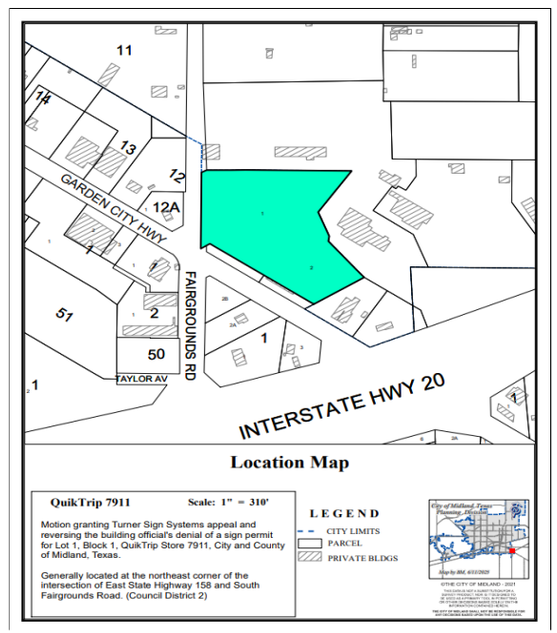
ITEM
SIGN APPEAL
QUIKTRIP 7911
Visit Our Website
MIDLANDTEXAS.GOV

APPLICATION SUMMARY

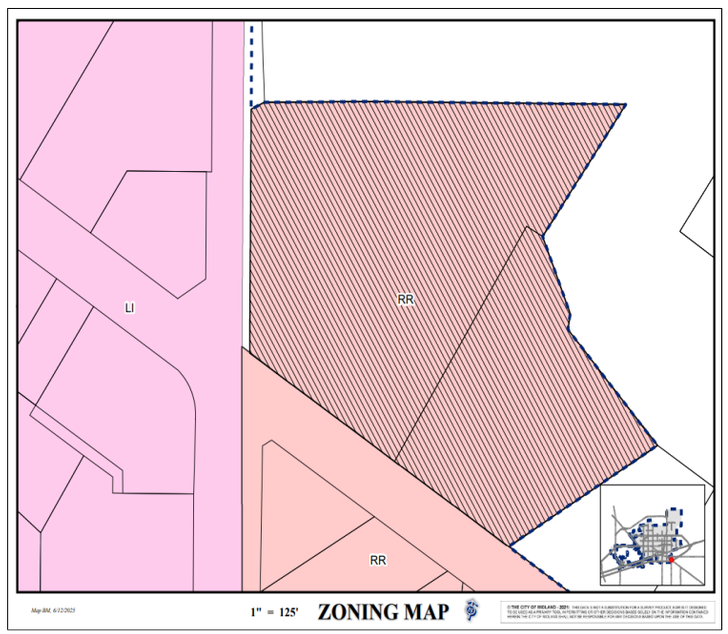
- **Applicant/Property Owner:** QuikTrip Corporation
- **Representative:** Maria Garcia, with Turner Sign Systems
- **Location:** 3101 Garden City Highway (Council District 2)
- **Application Type:** Sign Appeal



2

ZONING

- **Current Zoning:** RR, Regional Retail District
- **Surrounding Zoning:**
  - **North/East:** Extraterritorial Jurisdiction
  - **South:** RR, Regional Retail District
  - **West:** LI, Light Industrial District



3

SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum square footage allowance for a pole sign.
- **Allowed square footage by code:** 180 square feet
- **Proposed square footage:** 624 square feet
- **Variance:** 444 square feet

4

SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum total signage square footage for the property.
- **Allowed square footage by code:** 360 square feet
- **Proposed square footage:** 789 square feet
- **Variance:** 429 square feet
- The applicant has requested for pole sign to be waived from the overall square footage of the property since it takes up 624 square feet of the overall 789 square footage being proposed.

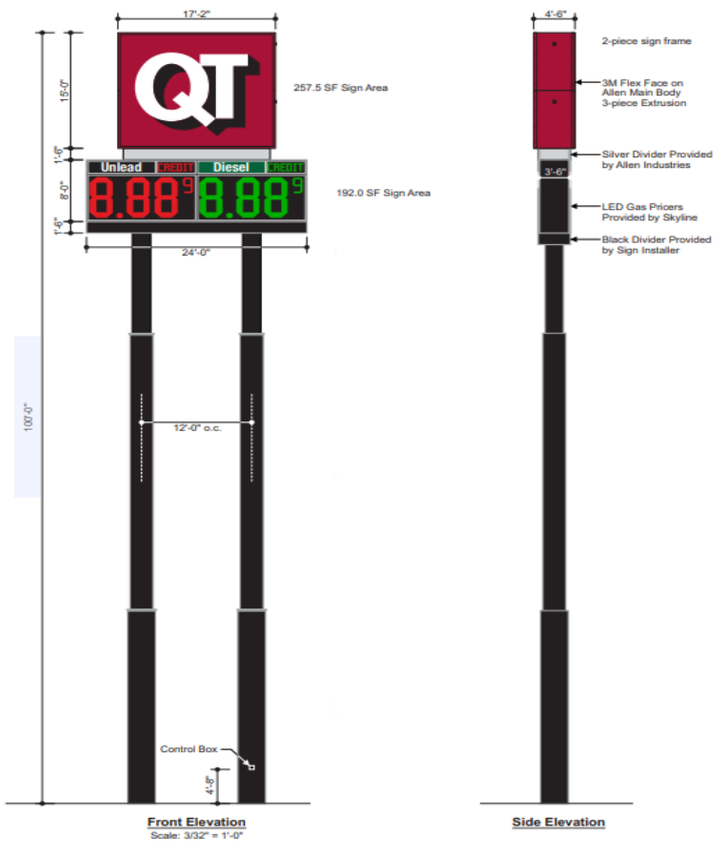
5

SIGN APPEAL DETAILS

- This request for a variance from the Midland City Code Revised Outdoor Sign Regulations to exceed the maximum pole sign height allowance.
- **Allowed square footage by code:** 30 feet
- **Proposed square footage:** 100 feet
- **Variance:** 70 feet

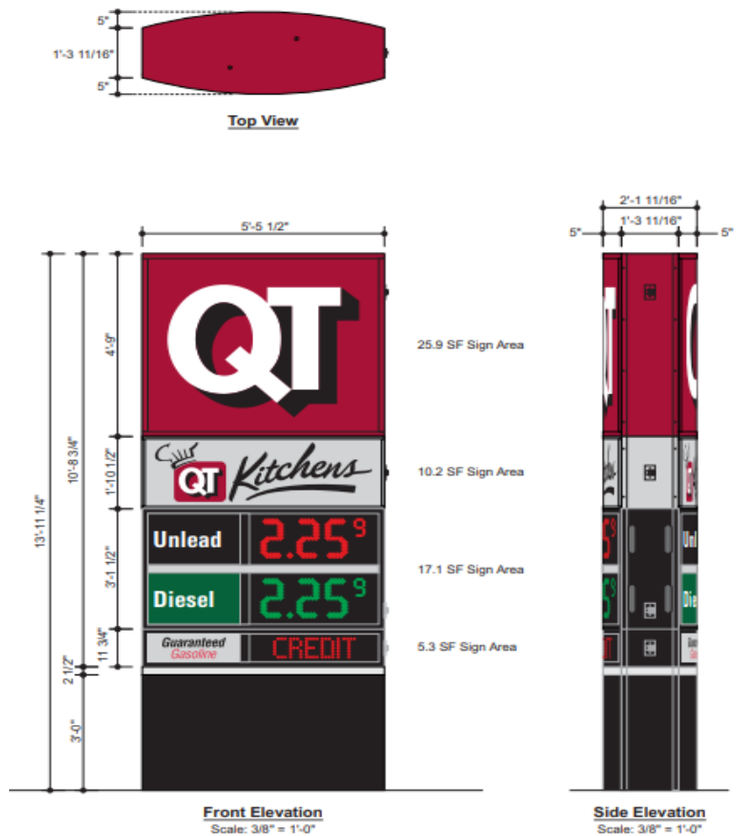
6

PROPOSED SIGN DETAILS



7

PROPOSED SIGN DETAILS



8

STAFF'S RECOMMENDATION

- Staff recommends denial of the requested variance.
- However, staff recommends that the property should be granted a partial variance and proposes the following:
  - A maximum pole height of **50 feet** (20-foot variance from city code)
  - A maximum pole sign area of **300 feet** (120-foot variance from city code)
  - A maximum total sign area of **517 feet** (157-foot variance from city code)

9

MISSION
Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

City Council Meeting

Item Number: 24

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Lindsey Adams,

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND LEE HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $11,498,873.76 (DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

As MISD develops a new facility for Midland Lee High School the city of Midland agrees to participate in the funding of roadway, water and wastewater improvements adjacent to the facility.

Recommended City Council Action:

Approve

Fiscal Impact:

The city's total contribution for Midland High School is not to exceed $11,498,873.76 Funds will be appropriated in three installments for FY27, FY28, and FY 29 as described in the agreement.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

By partnering with MISD, the City of Midland finds mutual advantage to assist in the improvements of the new high school.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND LEE HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $11,498,873.76

WHEREAS, the developer of Midland Lee High Addition, City and County of Midland, Texas (the "Property"), Midland Independent School District (the "Developer"), has requested City participation in the construction of certain capital improvements related to the development of the Property; and

WHEREAS, said capital improvements are public improvements; and

WHEREAS, the City Code allows City participation; and

WHEREAS, the City Council finds it to be in the public interest to execute a development agreement with the Developer that sets forth the extent of the City's participation in the construction of capital improvements related to the development of the Property, and to appropriate funds therefor, said agreement being authorized by Chapter 212, Subchapter C of the Texas Local Government Code;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Capital Improvements Development Agreement with the Developer. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $11,498,873.76 shall be appropriated in three equal installments across fiscal years 2027, 2028, and 2029 to a project account for the purpose of paying for said agreement.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for said agreement, in three equal installments across fiscal years 2027, 2028, and 2029 for a total amount not to exceed $11,498,873.76, out of funds appropriated in accordance with Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT BETWEEN MIDLAND INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MIDLAND, TEXAS

THIS CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this ____ day of _____, 20____, by and between **MIDLAND INDEPENDENT SCHOOL DISTRICT** ("Developer") and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, Developer owns a new development and desires to construct the capital improvements or facility expansions described herein in Section 2 (the "Improvements"); and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement under which Developer may construct the Improvements;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer's new development is presently described as Midland Lee High Addition, City and County of Midland, Texas (the "Property"), and is intended for the development of Developer's new Midland Lee High School; provided, however, that if the name of the Property changes after the execution of this Agreement, such name change shall not affect this Agreement or either party's rights or duties under this Agreement if the Property continues to be developed by Developer for Developer's new Midland Lee High

School. The City and Developer agree that, in accordance with Section 395.022(b) of the Local Government Code, Developer shall not be required to pay impact fees assessed by the City in connection with the development of the Property. Developer agrees to construct the Improvements as set forth in Section 2 below. Such Improvements are more particularly described in specifications and contract documents related to the construction of the Improvements prepared by Maverick Engineering and Parkhill, Smith & Cooper (hereafter collectively called the "Specifications") for the City, which the City shall donate to Developer. The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications as they relate to the Improvements may be made without the written approval of the City Manager, which approval or rejection shall be granted within ten (10) days (excluding weekends and holidays) of Developer's written request. Approval by the City shall not be unreasonably withheld.

Developer further agrees to dedicate to the City public right-of-way (the "Dedication"), as set forth below, at no cost to the City.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibits A and B, attached hereto and incorporated herein by reference, which describe the roadway improvements (the "Roadway Improvements"), Exhibits C and E, attached hereto and incorporated herein by reference, which describe the water improvements (the "Water Improvements"), and Exhibits D and E, attached hereto and

incorporated herein by reference, which describe the wastewater improvements (the "Wastewater Improvements").

The Dedication to be dedicated by Developer to the City shall be generally described as follows:

See Exhibit F, attached hereto and incorporated herein by reference.

3. Developer shall submit any bids it receives for the Improvements to the City for approval prior to engaging any contractor or subcontractor in such work. If the City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from Developer of the bid tabulations and written notification of whom Developer intends to award the contract, the bid which Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for the Improvements. In rejecting any bid pursuant to the provisions of this Section 3, the City shall issue a notice of rejection in writing to Developer stating each and every ground or reason relied upon by the City for such rejection. Upon receiving any such rejection of bids from City, Developer shall have thirty (30) calendar days from the date receipt of the City's notice to object to the City's rejection of any such bids and to identify such bids that the Developer believes should be approved. Upon such an objection being made, the City and Developer shall work together to determine if an agreement can be reached on the bids identified in such objection. Provided no such agreement is reached, the Parties agree to submit such a dispute to nonbinding mediation, which shall be a prerequisite for the City rejecting any such bid. Upon commencement of construction of the Improvements,

Developer shall provide the City a written notice that construction of the Improvements has commenced (the "Commencement Notice").

4. Developer shall complete the construction of the Improvements no later than January 31, 2029. However, if the City rejects any bids in accordance with Section 3, the completion date shall be extended one (1) year for each time bids are rejected. Upon completion of each set of Improvements called for in Section 2, Developer shall notify the City's Director of Engineering Services for inspection. Project inspection for the relevant set of Improvements will be done by the City during the construction phase of such Improvements. The City's Director of Engineering Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Engineering Services determines that the Improvements have been completed in conformance with the Specifications, then the Director of Engineering Services shall give his approval for that improvement work. Approval by the City's Director of Engineering Services shall not be unreasonably withheld.

5. After completion and acceptance of all work for the Improvements, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

6. In consideration of the obligations incurred by Developer pursuant to this Agreement regarding the construction of the Roadway Improvements, the City agrees to

participate in the funding of the construction of the Roadway Improvements in an amount not to exceed 50 percent of the actual cost of the Roadway Improvements that are located adjacent to the Property and 100 percent of the actual cost of the Roadway Improvements that are not located adjacent to the Property; provided, however, that the City's total contribution to the Roadway Improvements shall not exceed $10,019,256.00. In constructing the Roadway Improvements, Developer shall strictly comply with the competitive sealed bid procedures that apply to the City and Developer, and Developer shall bid the work described as "ALTERNATE 1" and "ALTERNATE 2" in Exhibits A and B as additive alternates in the bid documents. If Developer fails to comply with the competitive sealed bid procedures that apply to the City, the City's maximum contribution to the Roadway Improvements under this Agreement shall not exceed 30 percent of the actual cost of the improvements.

In consideration of the obligations incurred by Developer pursuant to this Agreement regarding the construction of the Water Improvements, the City agrees to participate in the funding of the construction of the Water Improvements in an amount not to exceed 100 percent of the actual cost of the Water Improvements; provided, however, that the City's total contribution to the Water Improvements shall not exceed $1,043,417.76. In constructing the Water Improvements, Developer shall strictly comply with the competitive sealed bid procedures that apply to the City. If Developer fails to comply with the competitive sealed bid procedures that apply to the City and Developer, the City's maximum contribution to the Water Improvements under this Agreement shall not exceed 30 percent of the actual cost of the improvements. However, if Developer

complies with the competitive sealed bid procedures that apply to the City, then within 10 days after receiving confirmation of Developer's compliance, the City shall issue a formal notice to Developer acknowledging compliance with said bid procedures.

In consideration of the obligations incurred by Developer pursuant to this Agreement regarding the construction of the Wastewater Improvements, the City agrees to participate in the funding of the construction of the Wastewater Improvements in an amount not to exceed the actual cost of oversizing the wastewater line in anticipation of future development needs; provided, however, that the City's total contribution to the Wastewater Improvements shall not exceed $436,200.00.

The City hereby represents and warrants that any payments made by it will not be funded from proceeds of tax-exempt debt without the approval of Developer's bond counsel.

Notwithstanding the foregoing paragraphs, in participating in the funding of the construction of the Improvements, the City shall not be obligated to participate in the funding of any portion of the Improvements, including any additive alternate, for which the City rejects the bid.

7. **TO THE EXTENT PERMITTED BY LAW, DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES,**

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF DEVELOPER, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8. To the extent permitted by law, Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When the City so desires, Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

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

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

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

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

C. Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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

E. Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

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

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

F. Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

I. Developer shall contractually require each person with whom it contracts to provide services on a project, to:

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

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

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

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

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

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

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

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

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

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

K. Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the governmental entity to declare the Agreement void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than $1,000,000.00 combined single limit or equivalent, provided, however, separate automobile

coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

10. **All insurance required pursuant to Section 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Section 9 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE IMPROVEMENTS TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE MINIMUM AMOUNTS SPECIFIED HEREIN. ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS SHALL OBTAIN INSURANCE POLICIES THAT PROVIDE BLANKET WAIVERS OF SUBROGATION IN FAVOR OF THE

CITY OF MIDLAND AND POLICIES THAT NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION).

11. The Insurance required by Section 9 must be approved by the City Attorney's office prior to this Agreement being executed; provided, however, that the City's City Manager, in the City Manager's discretion, may modify the insurance requirements as they apply to Developer if the modified insurance requirements are mutually agreed upon in writing by Developer and the City, but not as they apply to any of Developer's contractors, subcontractors, and sub-subcontractors that work on the Improvements.

12. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Midland Independent School District
615 W. Missouri Ave.
Midland, Texas 79701
Attn: Chief of Facilities and Operations

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

16. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be 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. This Agreement shall be construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties 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.

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory

Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER AND CITY AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIMS THEY HAS OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AND CITY AGREE TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH EACH MIGHT OTHERWISE BE ENTITLED TO AS THE OTHER PARTY.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHTS. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

DEVELOPER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person performing any of the work and services described hereunder by Developer shall be considered an officer, agent, servant or employee of the 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. Developer shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. INTENTIONALLY OMITTED.

20. By executing this Agreement the City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action. Likewise, by executing this Agreement, Developer is not waiving its right of governmental immunity. Developer is retaining its immunity from suit. Developer is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY BY CITY OR DEVELOPER.

21. **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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to

a copy of this Agreement) of such damages, duly verified, within thirty (30) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Developer if Developer's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision, Developer's failure to comply with the requirements herein shall perpetually bar Developer'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 the City has actual or constructive notice or knowledge of said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

23. The City shall pay to Developer the total payments described in Section 6 of this Agreement in accordance with the following installment schedule:

A. one-third due the later of (i) January 31, 2027, and (ii) the 30th day following the date of the City's receipt of the Commencement Notice;

B. one-third due the later of (i) January 31, 2028, and (ii) the 30th day following the date of the City's receipt of the Commencement Notice; and

C. one-third due the later of (i) January 31, 2029, and (ii) the 30th day following the date Developer has satisfied all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Section 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Section 8 have been paid, discharged or waived.

Notwithstanding any other provision hereof, the City shall not pay any installment payment earlier than January 1 of the year the installment payment is due. Notwithstanding any other provision hereof, if Developer fails to complete the construction of the Improvements in accordance with the Specifications by January 31, 2029, or an extended date in accordance with Section 4, the City shall not be obligated to make the third installment payment.

The determination of whether Developer has furnished satisfactory evidence that all obligations have been paid, discharged or waived shall be in the sole discretion of the City, and such discretion shall not be unreasonably withheld.

24. In the event that the City's total payment for the Roadway Improvements, Water Improvements, or Wastewater Improvements exceeds the amount authorized under

Section 6 of this Agreement, Developer shall promptly repay the difference to the City upon the City's written notice of the overpayment to Developer.

In the event that Developer fails to complete the construction of the Roadway Improvements, Water Improvements, and/or Wastewater Improvements in accordance with the Specifications by January 31, 2029, or an extended date in accordance with Section 4, subject to reasonable extensions of time for delays beyond Developer's control, the City may provide Developer a written demand for repayment. The City's written demand for repayment shall specify which set(s) of Improvements (i.e., Roadway Improvements, Water Improvements, and/or Wastewater Improvements) were not completed in accordance with the Specifications. Within thirty (30) days following the date of Developer's receipt of the City's written demand for repayment, Developer shall repay to the City all payments that were made by the City to Developer under this Agreement for the set(s) of Improvements identified in the City's written demand; provided, however, that Developer shall have the right to object and identify the sets of Improvements that Developer asserts were completed in accordance with the Specifications. Upon such an objection being made, the City and Developer shall work together to determine if any agreement can be reached on repayment. Provided no such agreement is reached, the Parties agree to submit such a dispute to nonbinding mediation, which shall be a prerequisite for any Party filing a lawsuit.

25. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Developer hereby verifies:

A. that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement;

B. that Developer does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and

C. that Developer 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 a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and Developer shall be deemed to have not made such verification.

26. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

[Signature pages follow]

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND INDEPENDENT SCHOOL DISTRICT

By:_____
Tucker Durham as
Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Tucker Durham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of **Midland Independent School District**, in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A

Description of the Roadway Improvements

BASE BID

Avalon Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

Total Adjacent to MISD Property (Approx. 1,360 LF)

Base Bid Section 2

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (50%)	CITY PARTICIPATION (50%)
1	100	PREPARING RIGHT OF WAY	STA	14	$ 4,500.00	$ 63,000.00	$ 31,500.00	$ 31,500.00
2	110	EXCAVATION (ROADWAY)	CY	2,875	$ 12.50	$ 35,933.00	$ 17,967.00	$ 17,967.00
3	132	EMBANKMENT	CY	743	$ 15.00	$ 11,138.00	$ 5,569.00	$ 5,569.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 11,250.00	$ 11,250.00	$ 5,625.00	$ 5,625.00
5	168	VEGETATIVE WATERING	LS	1	$ 13,500.00	$ 13,500.00	$ 6,750.00	$ 6,750.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	4,768	$ 38.00	$ 181,192.00	$ 90,596.00	$ 90,596.00
7	310	PRIME COAT (MC-30)	GAL	1,192	$ 6.50	$ 7,749.00	$ 3,875.00	$ 3,875.00
8	402	TRENCH EXCAVATION PROTECTION	LF	224	$ 7.50	$ 1,681.00	$ 841.00	$ 841.00
9	432	CONC RIPRAP	CY	23	$ 750.00	$ 16,875.00	$ 8,438.00	$ 8,438.00
10	462	CONC BOX CULV (4 FT X 3 FT)	LF	217	$ 550.00	$ 119,295.00	$ 59,648.00	$ 59,648.00
11	467	SET (TY I)(S= 4 FT)(HW= 4 FT)(4:1) (C)	EA	2	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
12	479	ADJUST WATER VALVE	EA	2	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 1,500.00
13	500	MOBILIZATION	LS	1	$ 104,793.75	$ 104,794.00	$ 52,397.00	$ 52,397.00
14	502	TRAFFIC CONTROL	MO	10	$ 1,800.00	$ 18,000.00	$ 9,000.00	$ 9,000.00
15	506	EROSION/SEDIMENT CONTROL	MO	10	$ 4,500.00	$ 45,000.00	$ 22,500.00	$ 22,500.00
16	529	CONCRETE CURB & GUTTER	LF	2,430	$ 35.00	$ 85,050.00	$ 42,525.00	$ 42,525.00
17	531	4" CONCRETE SIDEWALK	SY	399	$ 80.00	$ 31,896.00	$ 15,948.00	$ 15,948.00
18	536	CONC MEDIAN (NOSE)	SY	14	$ 100.00	$ 1,440.00	$ 720.00	$ 720.00
19	536	CONC MEDIAN	SY	1,010	$ 80.00	$ 80,820.00	$ 40,410.00	$ 40,410.00
20	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	4	$ 15,000.00	$ 60,000.00	$ 30,000.00	$ 30,000.00
21	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	4	$ 1,500.00	$ 6,000.00	$ 3,000.00	$ 3,000.00
22	658	OBJECT MARKER ASSEMBLIES	EA	2	$ 300.00	$ 600.00	$ 300.00	$ 300.00
23	666	PAVEMENT MARKINGS	LS	1	$ 11,250.00	$ 11,250.00	$ 5,625.00	$ 5,625.00
24	506	CONSTRUCTION PERIMETER FENCE	LF	326	$ 10.00	$ 3,263.00	$ 1,632.00	$ 1,632.00
25	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	437	$ 200.00	$ 87,390.00	$ 43,695.00	$ 43,695.00
26	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	656	$ 200.00	$ 131,130.00	$ 65,565.00	$ 65,565.00
27	3076	TACK COAT	GAL	397	$ 7.50	$ 2,981.00	$ 1,491.00	$ 1,491.00
					SUBTOTAL	$ 1,154,227.00	$ 577,117.00	$ 577,117.00

BASE BID (CONT'D)

Avalon Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

Avalon/Thomason Drive Intersection

Base Bid Section 3

June 12, 2025

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (0%)	CITY PARTICIPATION (100%)
1	100	PREPARING RIGHT OF WAY	STA	3	$ 10,000.00	$ 30,000.00	$ -	$ 30,000.00
2	110	EXCAVATION (CHANNEL)	CY	5,079	$ 30.00	$ 152,370.00	$ -	$ 152,370.00
3	110	EXCAVATION (ROADWAY)	CY	150	$ 12.50	$ 1,875.00	$ -	$ 1,875.00
4	132	EMBANKMENT	CY	100	$ 15.00	$ 1,500.00	$ -	$ 1,500.00
5	164	SEEDING FOR EROSION CONTROL	LS	1	$ 25,000.00	$ 25,000.00	$ -	$ 25,000.00
6	168	VEGETATIVE WATERING	LS	1	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00
7	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	3,240	$ 38.00	$ 123,120.00	$ -	$ 123,120.00
8	310	PRIME COAT (MC-30)	GAL	810	$ 6.50	$ 5,265.00	$ -	$ 5,265.00
9	462	CONC BOX CULV (4 FT X 3 FT)	LF	364	$ 550.00	$ 200,200.00	$ -	$ 200,200.00
10	464	REINFORCED CONCRETE PIPE (24")(SEWER)(CL IV)	LF	79	$ 175.00	$ 13,825.00	$ -	$ 13,825.00
11	464	REINFORCED CONCRETE PIPE (30")(SEWER)(CL IV)	LF	178	$ 200.00	$ 35,600.00	$ -	$ 35,600.00
12	465	INLET (COMPL)(PCO)(4FT)(BOTH)	EA	2	$ 10,000.00	$ 20,000.00	$ -	$ 20,000.00
13	467	SET (TY I)(S= 4 FT)(HW= 4 FT)(4:1) (C)	EA	4	$ 10,000.00	$ 40,000.00	$ -	$ 40,000.00
14	500	MOBILIZATION	LS	1	$ 128,000.00	$ 128,000.00	$ -	$ 128,000.00
15	502	TRAFFIC CONTROL	MO	10	$ 500.00	$ 5,000.00	$ -	$ 5,000.00
16	506	EROSION/SEDIMENT CONTROL	MO	10	$ 1,000.00	$ 10,000.00	$ -	$ 10,000.00
17	529	CONCRETE CURB & GUTTER	LF	524	$ 35.00	$ 18,340.00	$ -	$ 18,340.00
18	531	4" CONCRETE SIDEWALK	SY	134	$ 80.00	$ 10,720.00	$ -	$ 10,720.00
19	680	HIGHWAY TRAFFIC SIGNALS	EA	1	$ 400,000.00	$ 400,000.00	$ -	$ 400,000.00
20	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	311	$ 200.00	$ 62,200.00	$ -	$ 62,200.00
21	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	466	$ 200.00	$ 93,200.00	$ -	$ 93,200.00
22	3076	TACK COAT	GAL	270	$ 7.50	$ 2,025.00	$ -	$ 2,025.00
					SUBTOTAL	$ 1,408,240.00	$ -	$ 1,408,240.00

BASE BID (CONT'D)

Thomason Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

Total Adjacent to MISD Property (3,365 LF)

Base Bid Section 4

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (50%)	CITY PARTICIPATION (50%)
1	100	PREPARING RIGHT OF WAY	STA	34	$ 4,500.00	$ 153,000.00	$ 76,500.00	$ 76,500.00
2	110	EXCAVATION (ROADWAY)	CY	5,000	$ 12.50	$ 62,500.00	$ 31,250.00	$ 31,250.00
3	132	EMBANKMENT	CY	1,700	$ 15.00	$ 25,500.00	$ 12,750.00	$ 12,750.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 11,250.00	$ 11,250.00	$ 5,625.00	$ 5,625.00
5	168	VEGETATIVE WATERING	LS	1	$ 13,500.00	$ 13,500.00	$ 6,750.00	$ 6,750.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	11,908	$ 38.00	$ 452,518.00	$ 226,259.00	$ 226,259.00
7	310	PRIME COAT (MC-30)	GAL	2,977	$ 6.50	$ 19,352.00	$ 9,676.00	$ 9,676.00
8	479	ADJUST WATER VALVE	EA	3	$ 1,500.00	$ 4,050.00	$ 2,025.00	$ 2,025.00
9	479	ADJUST WASTEWATER VALVE	EA	4	$ 2,500.00	$ 10,125.00	$ 5,063.00	$ 5,063.00
10	500	MOBILIZATION	LS	1	$ 203,608.35	$ 203,609.00	$ 101,805.00	$ 101,805.00
11	502	TRAFFIC CONTROL	MO	10	$ 1,800.00	$ 18,000.00	$ 9,000.00	$ 9,000.00
12	506	EROSION/SEDIMENT CONTROL	MO	10	$ 4,500.00	$ 45,000.00	$ 22,500.00	$ 22,500.00
13	529	CONCRETE CURB & GUTTER	LF	6,055	$ 35.00	$ 211,932.00	$ 105,966.00	$ 105,966.00
14	536	CONC MEDIAN (NOSE)	SY	14	$ 100.00	$ 1,440.00	$ 720.00	$ 720.00
15	536	4" CONC MEDIAN	SY	2,523	$ 80.00	$ 201,852.00	$ 100,926.00	$ 100,926.00
16	531	4" CONCRETE SIDEWALK	SY	673	$ 80.00	$ 53,856.00	$ 26,928.00	$ 26,928.00
17	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	10	$ 15,000.00	$ 155,250.00	$ 77,625.00	$ 77,625.00
18	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	4	$ 1,500.00	$ 5,400.00	$ 2,700.00	$ 2,700.00
19	666	PAVEMENT MARKINGS	LS	1	$ 13,500.00	$ 13,500.00	$ 6,750.00	$ 6,750.00
20	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	1,141	$ 200.00	$ 228,240.00	$ 114,120.00	$ 114,120.00
21	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	1,712	$ 200.00	$ 342,360.00	$ 171,180.00	$ 171,180.00
22	3076	TACK COAT	GAL	992	$ 7.50	$ 7,442.00	$ 3,721.00	$ 3,721.00
					SUBTOTAL	$ 2,239,676.00	$ 1,119,839.00	$ 1,119,839.00

BASE BID (CONT'D)

Avalon/Thomason Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

East MISD Property Line to Tradewinds Blvd

Base Bid Section 5

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (0%)	CITY PARTICIPATION (100%)
1	100	PREPARING RIGHT OF WAY	STA	7	$ 2,250.00	$ 15,750.00	$ -	$ 15,750.00
2	110	EXCAVATION (ROADWAY)	CY	800	$ 10.50	$ 8,400.00	$ -	$ 8,400.00
3	132	EMBANKMENT	CY	560	$ 15.00	$ 8,400.00	$ -	$ 8,400.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00
5	168	VEGETATIVE WATERING	LS	1	$ 2,700.00	$ 2,700.00	$ -	$ 2,700.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	2,414	$ 38.00	$ 91,741.50	$ -	$ 91,741.50
7	310	PRIME COAT (MC-30)	GAL	603	$ 6.50	$ 3,923.00	$ -	$ 3,923.00
8	479	ADJUST WATER VALVE	EA	1	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00
9	479	ADJUST WASTEWATER VALVE	EA	1	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00
10	500	MOBILIZATION	LS	1	$ 58,131.00	$ 58,131.00	$ -	$ 58,131.00
11	502	TRAFFIC CONTROL	MO	10	$ 450.00	$ 4,500.00	$ -	$ 4,500.00
12	506	EROSION/SEDIMENT CONTROL	MO	10	$ 900.00	$ 9,000.00	$ -	$ 9,000.00
13	529	CONCRETE CURB & GUTTER	LF	1,228	$ 35.00	$ 42,966.00	$ -	$ 42,966.00
14	536	CONC MEDIAN (NOSE)	SY	5	$ 100.00	$ 540.00	$ -	$ 540.00
15	536	4" CONC MEDIAN	SY	512	$ 80.00	$ 40,932.00	$ -	$ 40,932.00
16	531	4" CONCRETE SIDEWALK	SY	137	$ 80.00	$ 10,944.00	$ -	$ 10,944.00
17	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	2	$ 15,000.00	$ 30,000.00	$ -	$ 30,000.00
18	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	2	$ 1,000.00	$ 2,000.00	$ -	$ 2,000.00
19	666	PAVEMENT MARKINGS	LS	1	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00
20	680	HIGHWAY TRAFFIC SIGNALS (TRADEWINDS)	EA	1	$ 180,000.00	$ 180,000.00	$ -	$ 180,000.00
21	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	231	$ 200.00	$ 46,260.00	$ -	$ 46,260.00
22	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	347	$ 200.00	$ 69,390.00	$ -	$ 69,390.00
23	3076	TACK COAT	GAL	201	$ 7.50	$ 1,509.00	$ -	$ 1,509.00
					SUBTOTAL	$ 635,137.00	$ -	$ 635,137.00

Base Bid Summary

	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
BASE BID SUBTOTAL	$ 5,437,280.00	$ 1,696,956.00	$ 3,740,333.00
CONTINGENCY (20.0%)	$ 1,087,456.00	$ 339,391.20	$ 748,066.60
TOTAL	**$ 6,524,736.00**	**$ 2,036,348.00**	**$ 4,488,400.00**

ALTERNATE 1

Thomason Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

Total Adjacent to MISD Property (3,365 LF)

Alternate 1 Section 4

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (50%)	CITY PARTICIPATION (50%)
1	100	PREPARING RIGHT OF WAY	STA	34	$ 5,500.00	$ 187,000.00	$ 93,500.00	$ 93,500.00
2	110	EXCAVATION (ROADWAY)	CY	6,111	$ 12.50	$ 76,389.00	$ 38,195.00	$ 38,195.00
3	132	EMBANKMENT	CY	2,078	$ 15.00	$ 31,167.00	$ 15,584.00	$ 15,584.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 13,750.00	$ 13,750.00	$ 6,875.00	$ 6,875.00
5	168	VEGETATIVE WATERING	LS	1	$ 16,500.00	$ 16,500.00	$ 8,250.00	$ 8,250.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	14,555	$ 38.00	$ 553,077.00	$ 276,539.00	$ 276,539.00
7	310	PRIME COAT (MC-30)	GAL	3,639	$ 6.50	$ 23,653.00	$ 11,827.00	$ 11,827.00
8	479	ADJUST WATER VALVE	EA	3	$ 1,500.00	$ 4,500.00	$ 2,250.00	$ 2,250.00
9	479	ADJUST WASTEWATER VALVE	EA	5	$ 2,500.00	$ 12,500.00	$ 6,250.00	$ 6,250.00
10	500	MOBILIZATION	LS	1	$ 248,854.65	$ 248,855.00	$ 124,428.00	$ 124,428.00
11	502	TRAFFIC CONTROL	MO	10	$ 2,200.00	$ 22,000.00	$ 11,000.00	$ 11,000.00
12	506	EROSION/SEDIMENT CONTROL	MO	10	$ 5,500.00	$ 55,000.00	$ 27,500.00	$ 27,500.00
13	529	CONCRETE CURB & GUTTER	LF	7,401	$ 35.00	$ 259,028.00	$ 129,514.00	$ 129,514.00
14	536	CONC MEDIAN (NOSE)	SY	18	$ 100.00	$ 1,760.00	$ 880.00	$ 880.00
15	536	4" CONC MEDIAN	SY	3,084	$ 80.00	$ 246,708.00	$ 123,354.00	$ 123,354.00
16	531	4" CONCRETE SIDEWALK	SY	823	$ 80.00	$ 65,824.00	$ 32,912.00	$ 32,912.00
17	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	13	$ 15,000.00	$ 195,000.00	$ 97,500.00	$ 97,500.00
18	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	4	$ 1,500.00	$ 6,000.00	$ 3,000.00	$ 3,000.00
19	666	PAVEMENT MARKINGS	LS	1	$ 16,500.00	$ 16,500.00	$ 8,250.00	$ 8,250.00
20	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	1,395	$ 200.00	$ 278,960.00	$ 139,480.00	$ 139,480.00
21	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	2,092	$ 200.00	$ 418,440.00	$ 209,220.00	$ 209,220.00
22	3076	TACK COAT	GAL	1,213	$ 7.50	$ 9,096.00	$ 4,548.00	$ 4,548.00
					SUBTOTAL	$ 2,741,707.00	$ 1,370,856.00	$ 1,370,856.00

ALTERNATE 1 (CONT'D)

Thomason Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

East MISD Property Line to Tradewinds Blvd

Alternate 1 Section 5

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (0%)	CITY PARTICIPATION (100%)
1	100	PREPARING RIGHT OF WAY	STA	7	$ 2,750.00	$ 19,250.00	$ -	$ 19,250.00
2	110	EXCAVATION (ROADWAY)	CY	978	$ 10.50	$ 10,267.00	$ -	$ 10,267.00
3	132	EMBANKMENT	CY	684	$ 15.00	$ 10,267.00	$ -	$ 10,267.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 2,750.00	$ 2,750.00	$ -	$ 2,750.00
5	168	VEGETATIVE WATERING	LS	1	$ 3,300.00	$ 3,300.00	$ -	$ 3,300.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	2,951	$ 38.00	$ 112,129.00	$ -	$ 112,129.00
7	310	PRIME COAT (MC-30)	GAL	738	$ 6.50	$ 4,795.00	$ -	$ 4,795.00
8	479	ADJUST WATER VALVE	EA	1	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00
9	479	ADJUST WASTEWATER VALVE	EA	2	$ 2,500.00	$ 5,000.00	$ -	$ 5,000.00
10	500	MOBILIZATION	LS	1	$ 71,049.00	$ 71,049.00	$ -	$ 71,049.00
11	502	TRAFFIC CONTROL	MO	10	$ 550.00	$ 5,500.00	$ -	$ 5,500.00
12	506	EROSION/SEDIMENT CONTROL	MO	10	$ 1,100.00	$ 11,000.00	$ -	$ 11,000.00
13	529	CONCRETE CURB & GUTTER	LF	1,500	$ 35.00	$ 52,514.00	$ -	$ 52,514.00
14	536	CONC MEDIAN (NOSE)	SY	7	$ 100.00	$ 660.00	$ -	$ 660.00
15	536	4" CONC MEDIAN	SY	625	$ 80.00	$ 50,028.00	$ -	$ 50,028.00
16	531	4" CONCRETE SIDEWALK	SY	167	$ 80.00	$ 13,376.00	$ -	$ 13,376.00
17	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	3	$ 15,000.00	$ 45,000.00	$ -	$ 45,000.00
18	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	2	$ 1,000.00	$ 2,000.00	$ -	$ 2,000.00
19	666	PAVEMENT MARKINGS	LS	1	$ 2,200.00	$ 2,200.00	$ -	$ 2,200.00
20	680	HIGHWAY TRAFFIC SIGNALS (TRADEWINDS)	EA	1	$ 220,000.00	$ 220,000.00	$ -	$ 220,000.00
21	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	283	$ 200.00	$ 56,540.00	$ -	$ 56,540.00
22	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	424	$ 200.00	$ 84,810.00	$ -	$ 84,810.00
23	3076	TACK COAT	GAL	246	$ 7.50	$ 1,844.00	$ -	$ 1,844.00
					SUBTOTAL	$ 785,779.00	$ -	$ 785,779.00

Alternate 1 Summary

	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
ALTERNATE 1 SUBTOTAL	$ 3,527,486.00	$ 1,370,856.00	$ 2,156,635.00
CONTINGENCY (20.0%)	$ 705,498.00	$ 274,172.00	$ 431,327.00
TOTAL	**$ 4,232,984.00**	**$ 1,645,028.00**	**$ 2,587,962.00**

ALTERNATE 2

Avalon Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

350' South of Hall of Fame Blvd to North MISD Property Line (Approx. 1,370 LF)

Alternate 2 Section 1

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (0%)	CITY PARTICIPATION (100%)
1	100	PREPARING RIGHT OF WAY	STA	14	$ 10,000.00	$ 140,000.00	$ -	$ 140,000.00
2	110	EXCAVATION (ROADWAY)	CY	5,950	$ 12.50	$ 74,375.00	$ -	$ 74,375.00
3	111	EXCAVATION (CHANNEL)	CY	1,423	$ 30.00	$ 42,690.00	$ -	$ 42,690.00
4	132	EMBANKMENT	CY	1,200	$ 15.00	$ 18,000.00	$ -	$ 18,000.00
5	164	SEEDING FOR EROSION CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
6	168	VEGETATIVE WATERING	LS	1	$ 15,000.00	$ 15,000.00	$ -	$ 15,000.00
7	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	10,230	$ 38.00	$ 388,740.00	$ -	$ 388,740.00
8	310	PRIME COAT (MC-30)	GAL	2,132	$ 6.50	$ 13,858.00	$ -	$ 13,858.00
9	402	TRENCH EXCAVATION PROTECTION	LF	498	$ 7.50	$ 3,735.00	$ -	$ 3,735.00
10	432	CONC RIPRAP	CY	50	$ 750.00	$ 37,500.00	$ -	$ 37,500.00
11	462	EXTEND CONC BOX CULV (6 FT X 2 FT)	LF	40	$650.00	$ 26,000.00	$ -	$ 26,000.00
12	467	SET (TY I)(S= 6FT)(HW= 3 FT)(4:1) (C)	EA	2	$ 10,000.00	$ 20,000.00	$ -	$ 20,000.00
13	479	ADJUST WATER VALVE	EA	3	$ 1,500.00	$ 4,500.00	$ -	$ 4,500.00
14	500	MOBILIZATION	LS	1	$ 176,451.00	$ 176,451.00	$ -	$ 176,451.00
15	502	TRAFFIC CONTROL	MO	10	$ 2,000.00	$ 20,000.00	$ -	$ 20,000.00
16	506	EROSION/SEDIMENT CONTROL	MO	10	$ 5,000.00	$ 50,000.00	$ -	$ 50,000.00
17	529	CONCRETE CURB & GUTTER	LF	5,480	$ 35.00	$ 191,800.00	$ -	$ 191,800.00
18	536	CONC MEDIAN (NOSE)	SY	4	$ 100.00	$ 400.00	$ -	$ 400.00
19	536	CONC MEDIAN	SY	2,132	$ 80.00	$ 170,560.00	$ -	$ 170,560.00
20	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	3	$ 1,500.00	$ 4,500.00	$ -	$ 4,500.00
21	658	OBJECT MARKER ASSEMBLIES	EA	2	$ 300.00	$ 600.00	$ -	$ 600.00
22	666	PAVEMENT MARKINGS	LS	1	$ 25,000.00	$ 25,000.00	$ -	$ 25,000.00
23	506	CONSTRUCTION PERIMETER FENCE	LF	725	$ 10.00	$ 7,250.00	$ -	$ 7,250.00
24	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	981	$ 200.00	$ 196,200.00	$ -	$ 196,200.00
25	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	1,471	$ 200.00	$ 294,200.00	$ -	$ 294,200.00
26	3076	TACK COAT	GAL	1,279	$ 7.50	$ 9,593.00	$ -	$ 9,593.00
27		UTILITY RELOCATION	LS	1	$ 250,000.00	$ 250,000.00	$ -	$ 250,000.00
					SUBTOTAL	$ 2,190,952.00	$ -	$ 2,190,952.00

ALTERNATE 2 (CONT'D)

Avalon Drive Extension

Engineer's Opinion of Probable Cost

(for planning purposes only)

Total Adjacent to MISD Property (Approx. 1,360 LF)

Alternate 2 Section 2

June 12, 2025

4 - Lane Divided Roadway Section

NO.	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION (50%)	CITY PARTICIPATION (50%)
1	100	PREPARING RIGHT OF WAY	STA	14	$ 5,500.00	$ 77,000.00	$ 38,500.00	$ 38,500.00
2	110	EXCAVATION (ROADWAY)	CY	3,513	$ 12.50	$ 43,918.00	$ 21,959.00	$ 21,959.00
3	132	EMBANKMENT	CY	908	$ 15.00	$ 13,613.00	$ 6,807.00	$ 6,807.00
4	164	SEEDING FOR EROSION CONTROL	LS	1	$ 13,750.00	$ 13,750.00	$ 6,875.00	$ 6,875.00
5	168	VEGETATIVE WATERING	LS	1	$ 16,500.00	$ 16,500.00	$ 8,250.00	$ 8,250.00
6	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	SY	5,828	$ 38.00	$ 221,457.00	$ 110,729.00	$ 110,729.00
7	310	PRIME COAT (MC-30)	GAL	1,457	$ 6.50	$ 9,471.00	$ 4,736.00	$ 4,736.00
8	402	TRENCH EXCAVATION PROTECTION	LF	274	$ 7.50	$ 2,055.00	$ 1,028.00	$ 1,028.00
9	432	CONC RIPRAP	CY	28	$ 750.00	$ 20,625.00	$ 10,313.00	$ 10,313.00
10	462	CONC BOX CULV (4 FT X 3 FT)	LF	265	$ 550.00	$ 145,805.00	$ 72,903.00	$ 72,903.00
11	467	SET (TY I)(S= 4 FT)(HW= 4 FT)(4:1) (C)	EA	2	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00
12	479	ADJUST WATER VALVE	EA	3	$ 1,500.00	$ 4,500.00	$ 2,250.00	$ 2,250.00
13	500	MOBILIZATION	LS	1	$ 128,081.25	$ 128,082.00	$ 64,041.00	$ 64,041.00
14	502	TRAFFIC CONTROL	MO	10	$ 2,200.00	$ 22,000.00	$ 11,000.00	$ 11,000.00
15	506	EROSION/SEDIMENT CONTROL	MO	10	$ 5,500.00	$ 55,000.00	$ 27,500.00	$ 27,500.00
16	529	CONCRETE CURB & GUTTER	LF	2,970	$ 35.00	$ 103,950.00	$ 51,975.00	$ 51,975.00
17	531	4" CONCRETE SIDEWALK	SY	487	$ 80.00	$ 38,984.00	$ 19,492.00	$ 19,492.00
18	536	CONC MEDIAN (NOSE)	SY	18	$ 100.00	$ 1,760.00	$ 880.00	$ 880.00
19	536	CONC MEDIAN	SY	1,235	$ 80.00	$ 98,780.00	$ 49,390.00	$ 49,390.00
20	610	ROADWAY ILLUMINATION ASSEMBLIES	EA	5	$ 15,000.00	$ 75,000.00	$ 37,500.00	$ 37,500.00
21	644	SMALL ROADSIDE SIGN ASSEMBLIES	EA	4	$ 1,500.00	$ 6,000.00	$ 3,000.00	$ 3,000.00
22	658	OBJECT MARKER ASSEMBLIES	EA	2	$ 300.00	$ 600.00	$ 300.00	$ 300.00
23	666	PAVEMENT MARKINGS	LS	1	$ 13,750.00	$ 13,750.00	$ 6,875.00	$ 6,875.00
24	506	CONSTRUCTION PERIMETER FENCE	LF	399	$ 10.00	$ 3,988.00	$ 1,994.00	$ 1,994.00
25	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22)	TON	534	$ 200.00	$ 106,810.00	$ 53,405.00	$ 53,405.00
26	3076	3" TYPE C HMAC SURFACE COURSE (PG70-22)	TON	801	$ 200.00	$ 160,270.00	$ 80,135.00	$ 80,135.00
27	3076	TACK COAT	GAL	486	$ 7.50	$ 3,643.00	$ 1,822.00	$ 1,822.00
					SUBTOTAL	$ 1,407,311.00	$ 703,659.00	$ 703,659.00

Alternate 2 Summary

	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
ALTERNATE 2 SUBTOTAL	$ 3,598,263.00	$ 703,659.00	$ 2,894,611.00
CONTINGENCY (20.0%)	$ 719,653.00	$ 140,732.00	$ 578,922.20
TOTAL	**$ 4,317,916.00**	**$ 844,391.00**	**$ 3,473,534.00**

Summary

Base Bid Summary			
	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
BASE BID SUBTOTAL	$ 5,437,280.00	$ 1,696,956.00	$ 3,740,333.00
CONTINGENCY (20.0%)	$ 1,087,456.00	$ 339,392.00	$ 748,066.60
TOTAL	**$ 6,524,736.00**	**$ 2,036,348.00**	**$ 4,488,400.00**

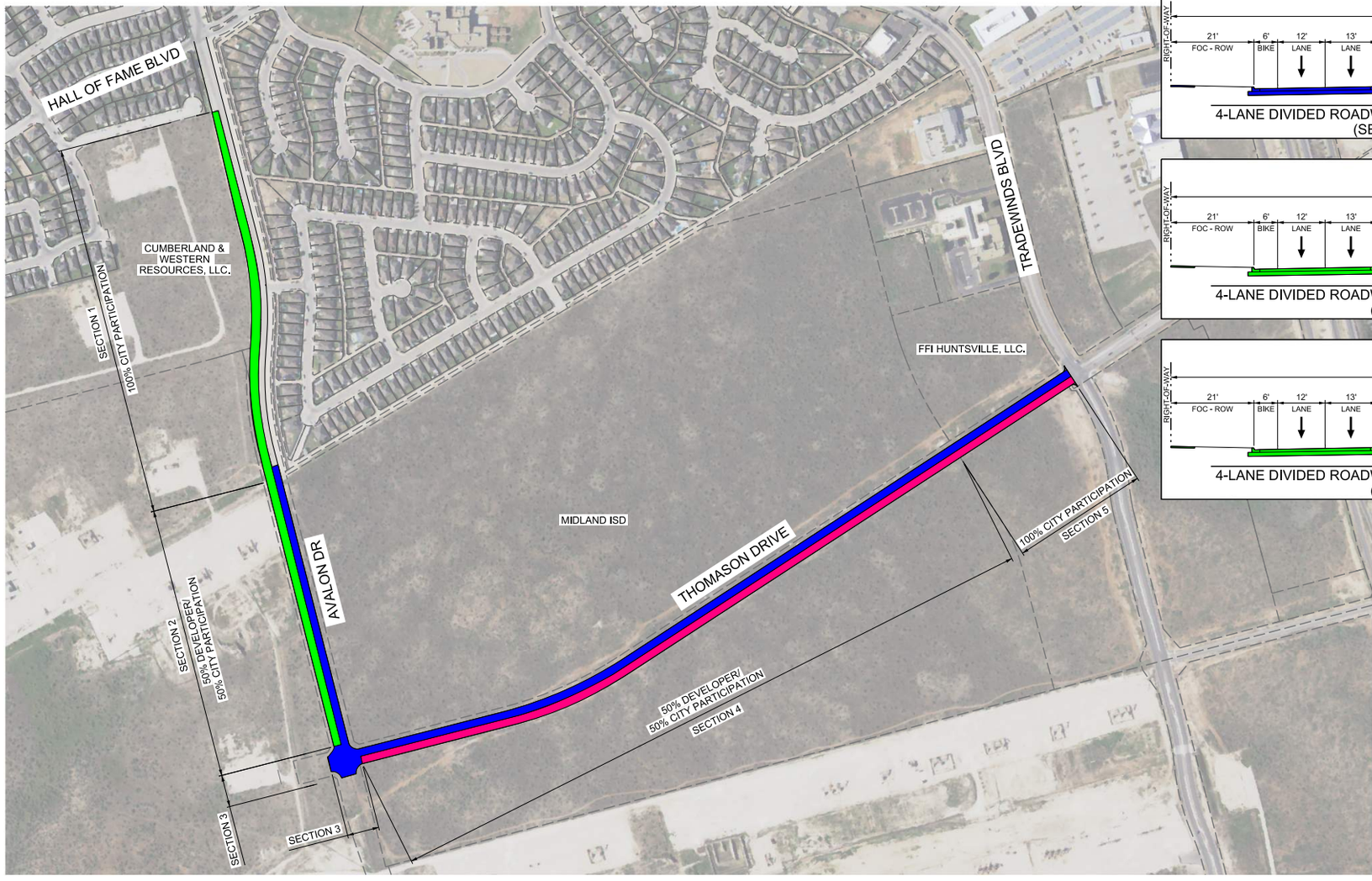
Alternate 1 Summary			
	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
ALTERNATE 1 SUBTOTAL	$ 3,527,486.00	$ 1,370,856.00	$ 2,156,635.00
CONTINGENCY (20.0%)	$ 705,498.00	$ 274,172.00	$ 431,327.00
TOTAL	**$ 4,232,984.00**	**$ 1,645,028.00**	**$ 2,587,962.00**

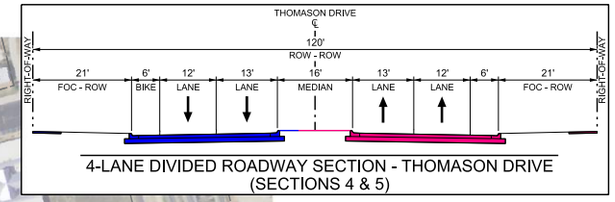
Alternate 2 Summary			
	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
ALTERNATE 2 SUBTOTAL	$ 3,598,263.00	$ 703,659.00	$ 2,894,611.00
CONTINGENCY (20.0%)	$ 719,653.00	$ 140,732.00	$ 578,922.20
TOTAL	**$ 4,317,916.00**	**$ 844,391.00**	**$ 3,473,534.00**

Grand Total			
	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL
SUBTOTAL (BASE BID + ALTERNATE 1 + ALTERNATE 2)	$ 12,563,029.00	$ 3,771,471.00	$ 8,791,579.00
CONTINGENCY (20.0%)	$ 2,512,606.00	$ 754,295.00	$ 1,758,315.80
TOTAL	**$ 15,075,635.00**	**$ 4,525,766.00**	**$ 10,549,895.00**

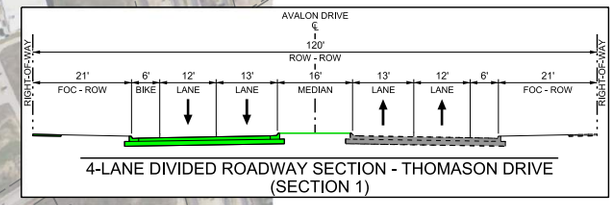
EXHIBIT B

Roadway Section; Locations of the Roadway Improvements

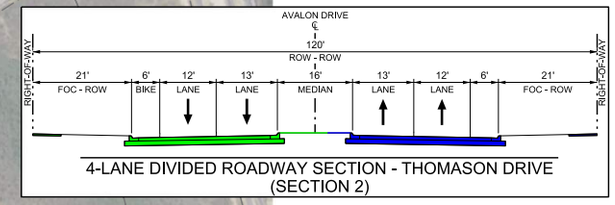




4-LANE DIVIDED ROADWAY SECTION - THOMASON DRIVE (SECTIONS 4 & 5)



4-LANE DIVIDED ROADWAY SECTION - THOMASON DRIVE (SECTION 1)



4-LANE DIVIDED ROADWAY SECTION - THOMASON DRIVE (SECTION 2)

N

0 250' 500'

LEGEND

- BASE BID
- ALTERNATE 1
- ALTERNATE 2

AVALON DRIVE & THOMASON DRIVE EXTENSIONS

MIDLAND Engineering Services

MISD Midland Independent School District

Parkhill

EXHIBIT C

Description of the Water Improvements

Water Distribution

Thomason Drive - Avalon to Tradewinds

ENGINEER'S OPINION OF PROBABLE COSTS

May 16, 2025

WATER MAIN IMPROVEMENTS

NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	16" C-900 DR 18	LF	1,543	$ 192.00	$ 296,256.00
2	8" C-900 DR 18	LF	4,936	$ 75.00	$ 370,200.00
3	6" C-900 DR 18	LF	87	$ 69.00	$ 6,003.00
4	16" GATE VALVE	EA	5	$ 28,200.00	$ 141,000.00
5	8" GATE VALVE	EA	11	$ 4,000.00	$ 44,000.00
6	6" GATE VALVE	EA	1	$ 1,830.00	$ 1,830.00
7	6" GATE VALVE (MJ x F)	EA	2	$ 2,000.00	$ 4,000.00
8	FIRE HYDRANT	EA	2	$ 8,100.00	$ 16,200.00
9	DUCTILE IRON FITTINGS	TN	0.26	$ 14,400.00	$ 3,744.00
10	8" JOINT RESTRAINT	EA	30	$ 180.00	$ 5,400.00
11	6" JOINT RESTRAINT	EA	7	$ 120.00	$ 840.00
12	EROSION PROTECTION ($/100LF)	cLF	65.65	$ 600.00	$ 39,392.40
13	TRAFFIC CONTROL / JOB SITE SAFETY ($/100LF)	cLF	65.65	$ 180.00	$ 11,817.72
14	CONSTRUCTION STAKING ($/100LF)	cLF	65.65	$ 120.00	$ 7,878.48
				SUBTOTAL	**$ 948,561.60**
				CONTINGENCY 10%	**$ 94,856.16**
				TOTAL	**$ 1,043,417.76**

EXHIBIT D

Description of the Wastewater Improvements

Wastewater Collection

Thomason Drive - Avalon to Tradewinds

ENGINEER'S OPINION OF PROBABLE COSTS

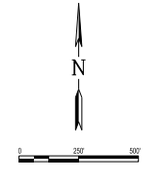
May 16, 2025

WASTEWATER MAIN IMPROVEMENTS

NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	12" SDR 26 PVC	LF	4,362	$ 300.00	$ 1,308,600.00
2	8" SDR 35 PVC	LF	421	$ 81.00	$ 34,101.00
3	TRENCHING 14'+	LF	4,362	$ 42.00	$ 183,204.00
4	NEW MANHOLE	EA	14	$ 15,000.00	$ 210,000.00
5	MANHOLE EXTRA DEPTH (MH>5')	VF	14	$ 850.00	$ 11,900.00
6	CONNECT TO EXISTING MANHOLE	EA	1	$ 1,530.00	$ 1,530.00
7	6" WASTEWATER SERVICE	EA	2	$ 1,380.00	$ 2,760.00
8	ASPHALT PAVEMENT REPAIR	SY	11	$ 150.00	$ 1,650.00
9	EROSION PROTECTION ($/100LF)	cLF	43.62	$ 600.00	$ 26,172.00
10	TRENCH PROTECTION (TRENCHING>5')	LF	4,362	$ 2.83	$ 12,344.46
11	TRAFFIC CONTROL / JOB SITE SAFETY ($/100LF)	cLF	43.62	$ 180.00	$ 7,851.60
12	CONSTRUCTION STAKING ($/100LF)	cLF	43.62	$ 300.00	$ 13,086.00
				SUBTOTAL	**$ 1,813,199.06**
				CONTINGENCY 10%	**$ 181,319.91**
				TOTAL	**$ 1,994,518.97**

EXHIBIT E

Locations of the Utility Improvements



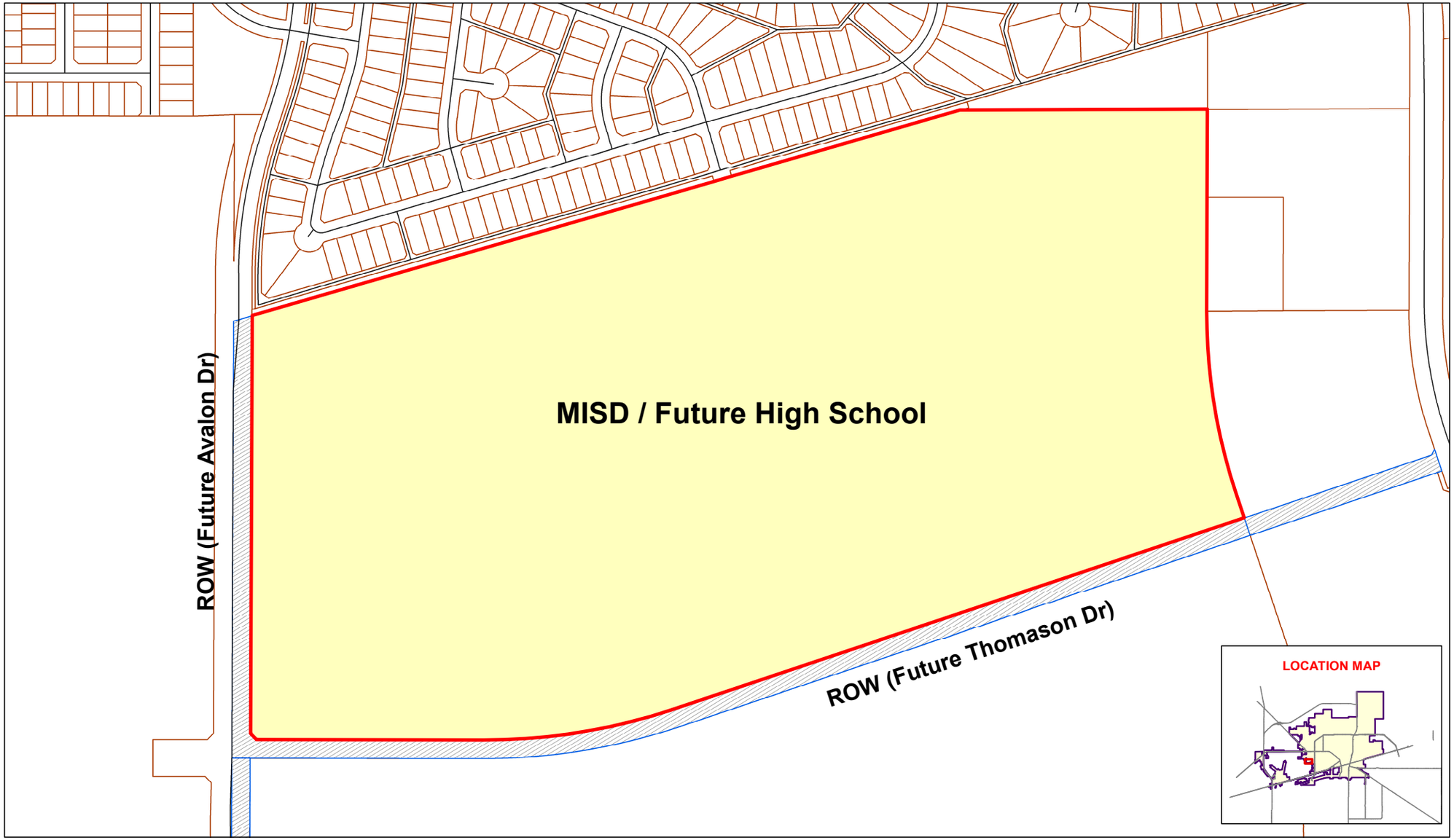
LEGEND

- EXIST WATER MAIN
- EXIST WASTEWATER MAIN
- PROP WATER MAIN
- PROP WASTEWATER MAIN
- PARCEL LINE

AVALON DRIVE & THOMASON DRIVE
WATER AND WASTEWATER
EXTENSIONS

EXHIBIT F

Right-of-Way



Date: 7/25/2025

- MISD / Future High School
- Right-Of-Way (ROW)
- Street
- Parcel

Exhibit F - MISD ROW Dedication

N W E S

0 250 500 Feet

©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.

City Council Meeting

Item Number: 25

Meeting Date: August 26, 2025

To: City Council / City Manager

From: Lindsey Adams,

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,628,496.00 (DISTRICT: ALL) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

As MISD develops a new facility for Midland High School the city of Midland agrees to participate in the funding of roadway, water and wastewater improvements adjacent to the facility.

Recommended City Council Action:

Approve

Fiscal Impact:

The city's total contribution for Midland High School is not to exceed $6,628,496.00 Funds will be appropriated in three installments for FY27, FY28, and FY 29 as described in the agreement.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

By partnering with MISD, the City of Midland finds mutual advantage to assist in the improvements of the new high school.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT WITH MIDLAND INDEPENDENT SCHOOL DISTRICT FOR THE CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS RELATED TO THE DEVELOPMENT OF MIDLAND HIGH ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $6,628,496.00

WHEREAS, the developer of Midland High Addition, City and County of Midland, Texas (the "Property"), Midland Independent School District (the "Developer"), has requested City participation in the construction of certain capital improvements related to the development of the Property; and

WHEREAS, said capital improvements are public improvements; and

WHEREAS, the City Code allows City participation; and

WHEREAS, the City Council finds it to be in the public interest to execute a development agreement with the Developer that sets forth the extent of the City's participation in the construction of capital improvements related to the development of the Property, and to appropriate funds therefor, said agreement being authorized by Chapter 212, Subchapter C of the Texas Local Government Code;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Capital Improvements Development Agreement with the Developer. Said agreement shall be in a form substantially similar to that attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of $6,628,496.00 shall be appropriated in three equal installments across fiscal years 2027, 2028, and 2029 to a project account for the purpose of paying for said agreement.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for said agreement, in three equal installments across fiscal years 2027, 2028, and 2029 for a total amount not to exceed $6,628,496.00, out of funds appropriated in accordance with Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2025, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT BETWEEN MIDLAND INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MIDLAND, TEXAS

THIS CAPITAL IMPROVEMENTS DEVELOPMENT AGREEMENT (the "Agreement") is made and effective this ____ day of _____, 20____, by and between **MIDLAND INDEPENDENT SCHOOL DISTRICT** ("Developer") and the **CITY OF MIDLAND, TEXAS** (the "City"), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, Developer owns a new development and desires to construct the capital improvements or facility expansions described herein in Section 2 (the "Improvements"); and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement under which Developer may construct the Improvements;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree to the terms set forth in this Agreement:

1. Developer's new development is presently described as Midland High Addition, City and County of Midland, Texas (the "Property"), and is intended for the development of Developer's new Midland High School; provided, however, that if the name of the Property changes after the execution of this Agreement, such name change shall not affect this Agreement or either party's rights or duties under this Agreement if the Property continues to be developed by Developer for Developer's new Midland High

School. The City and Developer agree that, in accordance with Section 395.022(b) of the Local Government Code, Developer shall not be required to pay impact fees assessed by the City in connection with the development of the Property. Developer agrees to construct the Improvements as set forth below. Such Improvements are more particularly described in specifications and contract documents related to the construction of the Improvements and are being prepared for Developer by Parkhill, Smith & Cooper (hereafter collectively called the "Specifications"), which shall be subject to approval by the City. The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment to the Specifications may be made as they relate to the Improvements identified in Section 2 without the written approval of the City Manager, which approval or rejection shall be granted within ten (10) days (excluding weekends and holidays) of Developer's written request. Approval shall not be unreasonably withheld.

Developer further agrees to dedicate to the City public right-of-way (the "Dedication") and negotiate the procurement of and procure for the City public right-of-way (the "Procured Right-of-Way"), as set forth below, at no cost to the City.

Developer further agrees to prepare the Procured Right-of-Way for construction of the Improvements by removing trees, fencing, landscaping, and other obstructions as needed at no cost to the City.

2. The Improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibits A and B, attached hereto and incorporated herein by reference.

The Dedication to be dedicated by Developer to the City and the Procured Right-of-Way to be procured by Developer for the City shall be generally described as follows:

See Exhibit B. The Dedication is identified in Exhibit B as "PROPOSED MIDLAND ISD RIGHT-OF-WAY TAKE". The Procured Right-of-Way is identified in Exhibit B as "PROPOSED DONOR RIGHT-OF-WAY TAKE".

3. Developer shall submit any bids it receives for the proposed Improvements identified in Section 2 to the City for approval prior to engaging any contractor or subcontractor in such work. If the City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from Developer of the bid tabulations and written notification of whom Developer intends to award the contract for the Improvements identified in Section 2, the bid which Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for the Improvements identified in Section 2. In rejecting any bid pursuant to the provisions of this Section 3, the City shall issue a notice of rejection in writing to Developer stating each and every ground or reason relied upon by the City for such rejection. Upon receiving any such rejection of bids from City, Developer shall have thirty (30) calendar days from the date receipt of the City's notice to object to the City's rejection of any such bids and to identify such bids that the Developer believes should be approved. Upon such an objection being made, the City and Developer shall work together to determine if an agreement can be reached on the bids identified in such objection. Provided no such agreement is reached, the Parties agree to submit such a dispute to nonbinding mediation, which shall be a prerequisite for the City rejecting any such bid. Upon commencement of construction of

the Improvements, Developer shall provide the City a written notice that construction of the Improvements has commenced (the "Commencement Notice").

4. Developer shall complete the construction of the Improvements no later than January 31, 2029. However, if the City rejects any bids in accordance with Section 3, the completion date shall be extended one (1) year for each time bids are rejected. Upon completion of the Improvements called for in Section 2, Developer shall notify the City's Director of Engineering Services for inspection. Project inspection for the Improvements will be done by the City during the construction phase. The City's Director of Engineering Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Engineering Services determines that the Improvements have been completed in conformance with the Specifications, then the Director of Engineering Services shall give his approval for that improvement work. Approval by the City's Director of Engineering Services shall not be unreasonably withheld.

5. After completion and acceptance of all work for the Improvements, Developer shall furnish to the City an affidavit of all bills paid with respect to the completed work and any other records requested by the City Manager documenting Developer's costs incurred in constructing the Improvements.

6. In consideration of the obligations incurred by Developer pursuant to this Agreement regarding the construction of the Improvements, the City agrees to participate in the funding of the construction of the Improvements in an amount not to exceed 50

percent of the actual cost of the Improvements that are located adjacent to the Property and 100 percent of the actual cost of the Improvements that are not located adjacent to the Property; provided, however, that the City's total contribution to the Improvements shall not exceed $6,628,496.00. In constructing the Improvements, Developer shall strictly comply with the competitive sealed bid procedures that apply to the City. If Developer fails to comply with the competitive sealed bid procedures that apply to the City, the City's maximum contribution to the Improvements under this Agreement shall not exceed 30 percent of the actual cost of the improvements. However, if Developer complies with the competitive sealed bid procedures that apply to the City, then within 10 days after receiving confirmation of Developer's compliance, the City shall issue a formal notice to Developer acknowledging compliance with said bid procedures.

The City hereby represents and warrants that any payments made by it will not be funded from proceeds of tax-exempt debt without the approval of Developer's bond counsel.

Notwithstanding the foregoing paragraphs, in participating in the funding of the construction of the Improvements, the City shall not be obligated to participate in the funding of any portion of the Improvements for which the City reasonably rejects the bid.

7. **TO THE EXTENT PERMITTED BY LAW, DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF**

ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF DEVELOPER, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8. To the extent permitted by law, Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When the City so desires, Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the Improvements at Developer's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

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

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

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

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

C. Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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

E. Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

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

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

F. Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

I. Developer shall contractually require each person with whom it contracts to provide services on a project, to:

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

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

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

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

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

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

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

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

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

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

K. Developer's failure to comply with any of these provisions is a breach of contract by Developer which entitles the governmental entity to declare the Agreement void if Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of $250,000.00 per individual, $1,000,000.00 per occurrence and $100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by Developer or its employees in amounts of not less than $1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which Developer may carry.

10. **All insurance required pursuant to Section 9, except worker's compensation, shall name the City as an additional insured.** The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Developer in the indemnity and hold harmless provisions included in this Agreement. Developer's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to the City. Developer shall furnish to the City a certificate of insurance showing the City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Section 9 shall include in its provisions a waiver of any rights of subrogation against the City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE IMPROVEMENTS THAT ARE THE SUBJECT OF THIS AGREEMENT TO OBTAIN INSURANCE COVERAGE THAT MEETS OR EXCEEDS THE MINIMUM AMOUNTS SPECIFIED HEREIN.

ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS SHALL OBTAIN INSURANCE POLICIES THAT PROVIDE BLANKET WAIVERS OF SUBROGATION IN FAVOR OF THE CITY OF MIDLAND AND POLICIES THAT NAME THE CITY OF MIDLAND AS AN ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION).

11. The Insurance required by Section 9 must be approved by the City Attorney's office prior to this Agreement being executed; provided, however, that the City's City Manager, in the City Manager's discretion, may modify the insurance requirements as they apply to Developer if the modified insurance requirements are mutually agreed upon in writing by Developer and the City, but not as they apply to any of Developer's contractors, subcontractors, and sub-subcontractors that work on the Improvements.

12. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Midland Independent School District
615 W. Missouri Ave.
Midland, Texas 79701

Attn: Chief of Facilities and Operations

If to the City:

City of Midland
P.O. Box 1152
Midland, Texas 79702
Attn: City Engineer

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

16. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be 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. This Agreement shall be construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties 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.

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including

but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER AND CITY AGREE TO WAIVE AND THEY DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIMS THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. DEVELOPER AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY 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), CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, OR CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE, DEVELOPER AND CITY AGREE TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF

ATTORNEY'S FEES TO WHICH EACH MIGHT OTHERWISE BE ENTITLED AS TO THE OTHER PARTY.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHTS. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND DEVELOPER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

DEVELOPER AND THE CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

18. It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Developer shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between the City and Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and Developer. No person

performing any of the work and services described hereunder by Developer shall be considered an officer, agent, servant or employee of the 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. Developer shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. INTENTIONALLY OMITTED.

20. By executing this Agreement the City is not waiving its right of governmental immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action. Likewise, by executing this Agreement, Developer is not waiving its right of governmental immunity. Developer is retaining its immunity from suit. Developer is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY BY CITY OR DEVELOPER.

21. **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, Developer or its legal

representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Agreement) of such damages, duly verified, within thirty (30) days after the same has been sustained. The discovery rule does not apply to the giving of this 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 Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Developer relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Developer if Developer's notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of 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 other provision, Developer's failure to comply with the requirements herein shall perpetually bar Developer'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 the City has actual or constructive notice or

knowledge of said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of the laws of the State of Texas and Ordinances and the Charter of the City of Midland.

23. The City shall pay to Developer the total payment described in Section 6 of this Agreement in accordance with the following installment schedule:

A. one-third due the later of (i) January 31, 2027, and (ii) the 30th day following the date of the City's receipt of the Commencement Notice;

B. one-third due the later of (i) January 31, 2028, and (ii) the 30th day following the date of the City's receipt of the Commencement Notice; and

C. one-third due the later of (i) January 31, 2029, and (ii) the 30th day following the date Developer has satisfied all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Section 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Section 8 have been paid, discharged or waived.

Notwithstanding any other provision hereof, the City shall not pay any installment payment earlier than January 1 of the year the installment payment is due. Notwithstanding any other provision hereof, if Developer fails to complete the construction of the Improvements in accordance with the Specifications by January 31, 2029, or an extended date in accordance with Section 4, the City shall not be obligated to make the third installment payment.

The determination of whether Developer has furnished satisfactory evidence that all obligations have been paid, discharged or waived shall be in the sole discretion of the City, and such discretion shall not be unreasonably withheld.

24. In the event that the City's total payment exceeds the amount authorized under Section 6 of this Agreement, Developer shall promptly repay the difference to the City upon the City's written notice of the overpayment to Developer.

In the event that Developer fails to complete the construction of the Improvements in accordance with the Specifications by January 31, 2029, or an extended date in accordance with Section 4, subject to reasonable extensions of time for delays beyond Developer's control, the City may provide Developer a written demand for repayment. The City's written demand for repayment shall specify what Improvements were not completed in accordance with the Specifications. Within thirty (30) days following the date of Developer's receipt of the City's written demand for repayment, Developer shall repay to the City all payments that were made by the City to Developer under this Agreement for the set(s) of Improvements identified in the City's written demand; provided, however, that Developer shall have the right to object and identify the sets of Improvements that Developer asserts were completed in accordance with the Specifications.. Upon such an objection being made, the City and Developer shall work together to determine if any agreement can be reached on repayment. Provided no such agreement is reached, the Parties agree to submit such a dispute to nonbinding mediation, which shall be a prerequisite for any Party filing a lawsuit.

25. To the extent that Sections 2271.002, 2274.002 and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, Developer hereby verifies:

A. that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement;

B. that Developer does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and

C. that Developer 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 a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Agreement, such verification is not required, and Developer shall be deemed to have not made such verification.

26. Developer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Developer agrees that it shall comply with Texas Local Government Code Section 176.006, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006, please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

[Signature pages follow]

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong
Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Gabriel McClelland, Engineering Services Director

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
Nicholas Toulet, Interim City Attorney

MIDLAND INDEPENDENT SCHOOL DISTRICT

By:_____
Tucker Durham,
Chief Financial Officer

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Tucker Durham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of **Midland Independent School District**, in the capacity therein stated.

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

_____
Notary Public, State of Texas

EXHIBIT A

Description of the Improvements

Wadley Avenue

Preliminary Engineer's Opinion of Probable Cost

(for planning purposes only)

Ranchland Rd to Western Limit of MISD Property (Approx. 810 LF)

Section 1

May 6, 2025

4-Lane Divided Roadway Section

	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION	CITY PARTICIPATION
1	100	PREPARING RIGHT OF WAY	TSA	$	$ 8	$ 1000,000.	8000,000.	- 8000,000.
2	104	REMOVE & DISPOSE OF EXISTING CONCRETE CURB AND GUTTER	LF	$	$ 150	315,000.	$090.	$ 315,000. -
3	105	REMOVING STABILIZED BASE AND ASPHALT	YS	$	$ 432,0	4725,000.	$1520.	$ 4725,000. -
4	110	EXCAVATION (ROADWAY)	CY	$	$ 530,0	7000,000.	$2000.	$ 7000,000. -
5	132	SUB-GRADE PREPARATION (12")	YS	$	$ 064,8	6408,000.	$1000.	$ 6408,000. -
6	132	EMBANKMENT	CY	$	$ 500	$ 1000,000.	$2000. -	1000,000.
7	164	SEEDING FOR EROSION CONTROL	LS	$	$ 01.	$ 050,000.	050,000. -	050,000.
8	168	VEGETATIVE WATERING	LS	$	$ 1	$ 060,000.	060,000. -	060,000.
9	247	FL BS (CMP IN PLC)(TY A OR B GR4)(6")(DRIVEWAYS)	YS	$	$ 250	265,000.	2050. -	$ 265,000.
10	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	YS	$	$ 064,8	22892,040.	$ 3080. -	$ 22892,040.
11	310	PRIME COAT (MC-30)	LAG	$	$ 511,2	892,080.	560.	$ 892,080. -
12	500	MOBILIZATION	LS	$	$ 1	$ 14338,000.	14338,000.	- 14338,000.
13	502	TRAFFIC CONTROL	MO	$	$ 12	$ 510,000.	1080,000.	- 1080,000.
14	506	EROSION/SEDIMENT CONTROL	LS	$	$ 1	$ 7000,000.	7000,000.	- 7000,000.
15	508	TEMPORARY PAVEMENT	LS	$	$ 1	$ 7050,000.	7050,000.	- 7050,000.
16	529	CONCRETE CURB & GUTTER	LF	$	$ 233,2	11132,000.	$ 3050.	$ 11132,000. -
17	530	DRIVEWAYS (CONCRETE)	YS	$	$ 250	$ 1785,000.	$7050. -	1785,000.
18	531	CONCRETE SIDEWALK (4")	YS	$	$ 360	$ 3420,000.	$9000. -	3420,000.
19	531	ADA CURB RAMP	AE	$	$ 3	$ 520,000.	570,000. -	570,000.
20	536	CONCRETE MEDIAN	YS	$	$ 216,0	10800,000.	$ 8000. -	$ 10800,000.
21	666	PAVEMENT MARKINGS	LS	$	$ 1	$ 080,000.	080,000.	- 080,000.
22	3076	TACK COAT	LAG	$	$ 499	734,030.	$570.	$ 734,030. -
23	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22) (SQ)	TNO	$	$ 580	$ 11060,000.	$20000. -	11060,000.
24	3076	3" TYPE C HMAC BASE COURSE (PG70-22) (SQ)	TNO	$	$ 870	$ 17040,000.	$20000. -	17040,000.
26	105	NMEETSVRMPOI EGNAIDRA	LS	$	1 17050,000.	$ 17050,000.	$ 0	17050,000. -
					SUBTOTAL		$ 517,177,050.	$ 517,177,050.
					CONTINGENCY (20%)		$ 31453,050.	$ 31453,500.
					LATOT $		**$ 819,621,000.**	**819,621,000.**

Wadley Avenue

Preliminary Engineer's Opinion of Probable Cost

(for planning purposes only)

Total Adjacent to MISD Property (Approx. 2,271 LF)

Section 2

May 6, 2025

4-Lane Divided Roadway Section

	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION	CITY PARTICIPATION
1	100	PREPARING RIGHT OF WAY	TSA	$	$ 23	1000,000. 23000,00	$0. 1105$0,0	00. 11050,000.
3	105	REMOVING STABILIZED BASE AND ASPHALT	YS	$	$ 087,5	10903,570$	51520$	406,785. 5406,785.
4	110	EXCAVATION (ROADWAY)	$ CY		$ 1910,0	23080$000.	2000.	11090,000. 11090,000.
5	132	SUB-GRADE PREPARATION (12")	$ YS		$ 1965,7	16596,080.	1000$	8748,040. 8748,040.
6	132	EMBANKMENT	CY	$	$ 810,0	3060,000.	2000$	1080,000. 1080,000.
7	164	SEEDING FOR EROSION CONTROL	LS	$	$ 01.	1070,000. 1070,000	$ 580,0. $	00 580,000.
8	168	VEGETATIVE WATERING	LS	$	$ 1	2000,000. 2000,000	$ 1000,00$	0 1000,000.
9	247	FL BS (CMP IN PLC)(TY A OR B GR4)(6")(DRIVEWAYS)	YS	$	$ 020,0	5000,000.	2050$	2050,000. 2050,000.
10	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	$ YS		$ 1965,7	64345$090.	3080.	32127,590. 32127,590.
11	310	PRIME COAT (MC-30)	LAG	$	$ 243,9	2575,050.	560$	1737,570. 1737,570.
12	500	MOBILIZATION	LS	$	$ $ 1	52142,000. 52142,000.	26026$000.	26026,000.
13	502	TRAFFIC CONTROL	MO	$	$ 12	520,000. 3000,000	$ 1050,00$	0 1050,000.
14	506	EROSION/SEDIMENT CONTROL	LS	$	$ $ 1	25000,000. 25000,000.	12050$000.	12050,000.
15	508	TEMPORARY PAVEMENT	LS	$	$ $ 1	20000,000. 20000,000.	10000$000.	10000,000.
16	529	CONCRETE CURB & GUTTER	LF	$	$ 098,4	31974$000.	3050.	15987,000. 15987,000.
17	530	DRIVEWAYS (CONCRETE)	YS	$	$ 020,0	15000,000$	7705$	050,000. 7050,000.
18	531	CONCRETE SIDEWALK (4")	YS	$	$ 011,0	9900,000.	9000$	4455,000. 4455,000.
19	531	ADA CURB RAMP	AE	$	$ 8	520,000. 2000,00	$. 1000,0$	00 1000,000.
20	536	CONCRETE MEDIAN	YS	$	$ 533,3	28624,000.	1 8000.	4312,000. 14312,000.
21	666	PAVEMENT MARKINGS	LS	$	$ $ 1	3040,000. 3040,000.	1070,00$0.	1070,000.
22	1001	TRAFFIC SIGNAL	EA	$	$ $ 1	40000,000. 40000,000.	20000$000.	20000,000.
23	1101	ILLUMINATION	LS	$	$ $ 1	52050,000. 52050,000.	26520$000.	26520,000.
24	3076	TACK COAT	LAG	$	$ 319,9	1409,030$	570. $	254,560. 254,560.
25	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22) (SQ)	TNO	$	$ 612,6	32250,000$	20000$16	620,000. 16620,000.
26	3076	3" TYPE C HMAC BASE COURSE (PG70-22) (SQ)	TNO	$	$ 423,8	48670,000$	20000$24	830,000. 24830,000.
27	3076	LEFT TURN LANE POCKETS	YS	$	$ 010,0	4040,000.	4040$	2020,000. 2020,000.
28	105	NMEETSVRMPOI EGNAIDRA	LS	$	1 54000,000.	$ 54000$00.	$ 0	27000,000. 27000,000.
					SUBTOTAL	$	$ 756,351,030.	828,625,070. 828,625,070.
					CONTINGENCY ($20.0%)		$ $ 15,036,030.	57563,020. 57563,020.
					LAST TOT $		**$ 961,387,060.**	**435,198,090. 435,198,090.**

Wadley Avenue

Preliminary Engineer's Opinion of Probable Cost

(for planning purposes only)

Eastern Limit of MISD Property to Fairgrounds Rd (Approx. 340 LF)

Section 3

May 6, 2025

4-Lane Divided Roadway Section

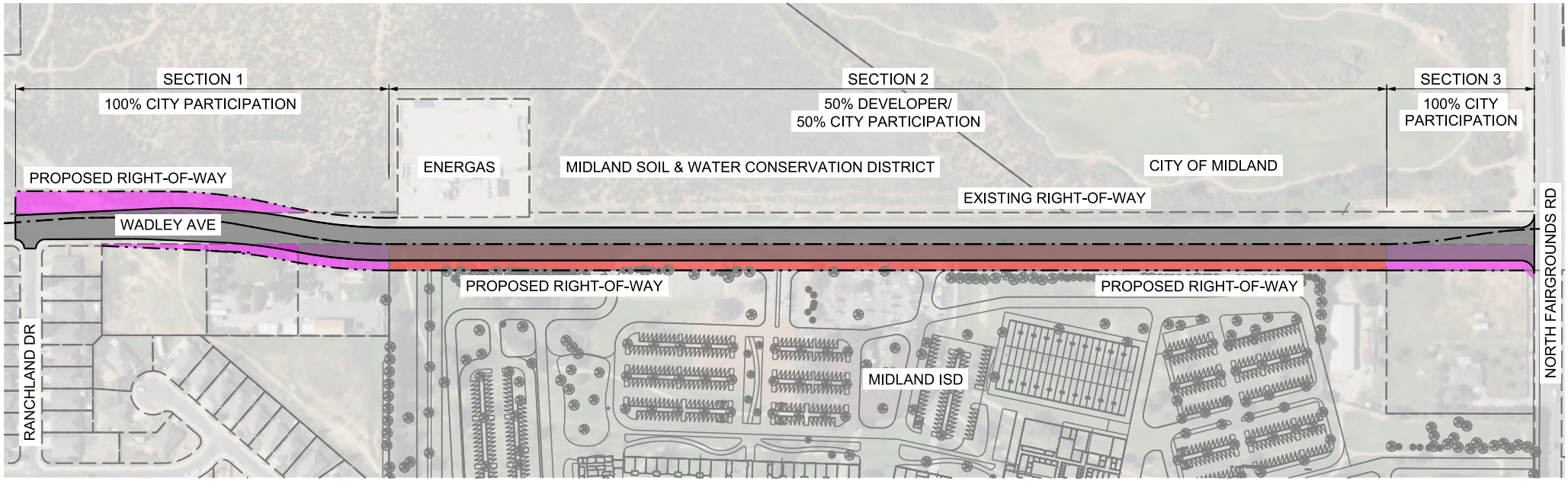
	TxDOT ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	MISD PARTICIPATION	CITY PARTICIPATION
1	100	PREPARING RIGHT OF WAY	TSA	$	$ 4	$ 1000,000.	4000$000.	- 4000,000.
3	105	REMOVING STABILIZED BASE AND ASPHALT	YS	$	$ 413,6	$ 1520.	1975$000. -	1975,000.
4	110	EXCAVATION (ROADWAY)	CY	$	$ 530,0	$ 2000.	7000$000. -	7000,000.
5	132	SUB-GRADE PREPARATION (12")	YS	$	$ 431,5	$ 1000.	3145$020. -	3145,020.
6	132	EMBANKMENT	CY	$	$ 500	$ 2000.	1000$000. -	1000,000.
7	164	SEEDING FOR EROSION CONTROL	LS	$	$ 01.	$ 020,000.	020,000. -	020,000
8	168	VEGETATIVE WATERING	LS	$	$ 1	$ 030,000.	030,000. -	030,000
9	247	FL BS (CMP IN PLC)(TY A OR B GR4)(6")(DRIVEWAYS)	YS	$	$ 250	$ 2050.	265,000. -	265,000
10	247	FL BS (CMP IN PLC)(TY A OR B GR4)(12")	YS	$	$ 431,5	$ 12797,080.	$3080. -	12797,080.
11	310	PRIME COAT (MC-30)	LAG	$	$ 854	560.	555$000.	$ 555,-000
12	500	MOBILIZATION	LS	$	$ 1	$ 9762,000.	9762$000.	- 9762,000.
13	502	TRAFFIC CONTROL	LS	$	$ 1	$ 4070,000.	4070$000.	- 4070,000.
14	506	EROSION/SEDIMENT CONTROL	MO	$	$ 12	$ 020,000.	2040$000.	- 2040,000.
15	508	TEMPORARY PAVEMENT	LS	$	$ 1	$ 3000,000.	3000$000.	- 3000,000.
16	529	CONCRETE CURB & GUTTER	LF	$	$ 316,0	3050.	4670$000. -	$ 4670,000.
18	531	CONCRETE SIDEWALK (4")	YS	$	$ 152	$ 9000.	1638$000. -	1638,000.
19	531	ADA CURB RAMP	AE	$	$ 2	$ 520,000.	050,000. -	050,000
20	536	CONCRETE MEDIAN	YS	$	$ 529	$ 8000.	4322$000. -	4322,000.
21	666	PAVEMENT MARKINGS	LS	$	$ 1	$ 080,000	080,000.	- 080,000
22	1002	TRAFFIC SIGNAL-MODIFY EXISTING WADLEY/FAIRGROUNDS	LS	$	$ 1	$ 18000,000.	18000,000.	- 18000,000.
23	3076	TACK COAT	LAG	$	$ 282	570.	121$040.	$ 121,-040
24	3076	2" TYPE D HMAC SURFACE COURSE (PG70-22) (SQ)	TNO	$	$ 328	$ 20000.	6650$000. -	6650,000.
25	3076	3" TYPE C HMAC BASE COURSE (PG70-22) (SQ)	TNO	$	$ 491	$ 20000.	9280$000. -	9280,000.
26	105	NMEETSVRMPOI EGNAIDRA	LS	$ $	1 8050,000.	8050,000$	$	$ 8050,000. -
					SUBTOTAL	$	016,931,040.	$ 016,931,4 - 00.
					CONTINGENCY (20.0%)		$ 21728,030.	$ 21728,3. - 00
					TOTAL	**$**	**217,669,070.**	**$ 217,669,7 - 00.**

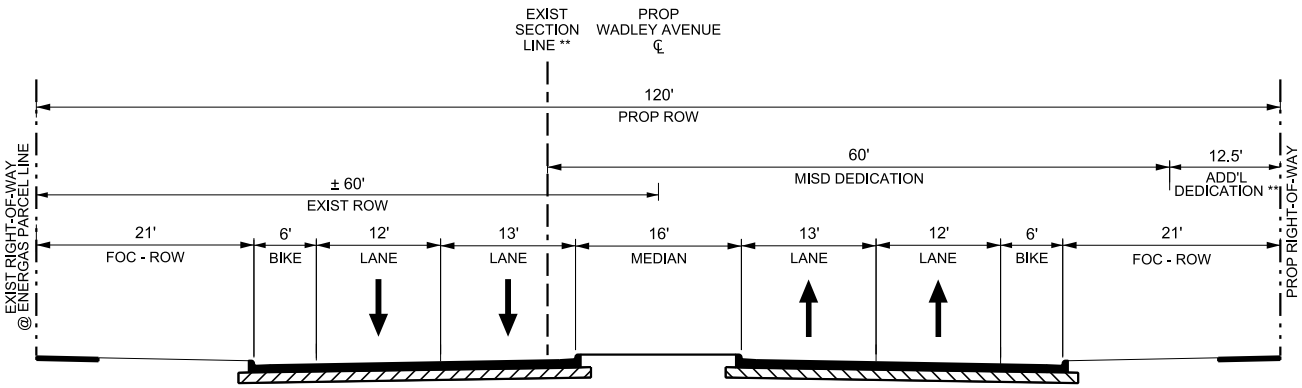
Project Summary

	TOTAL	MISD PARTICIPATION TOTAL	CITY PARTICIPATION TOTAL	
PROJECT SUBTOTAL	$ 8,406,402.00	$	28,826,570.0	55,2
CONTINGENCY (20.0%)	$ 1,681,281.00	$	$ 5765,320.0	11,0
TOTAL	**$ 10,087,683.00**	**$ $**	**34,591,890.0**	**66,284,960.0**

EXHIBIT B

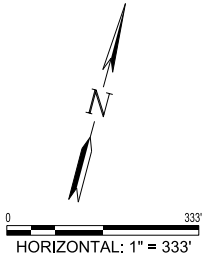
Roadway Section; Right-of-Way





4- LANE DIVIDED ROADWAY SECTION

** TO BE VERIFIED BY SURVEY



LEGEND

- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED PAVING LIMITS (MEDIANS/CURB AND GUTTER NOT SHOWN FOR CLARITY)
- PROPOSED MIDLAND ISD RIGHT-OF-WAY TAKE
- PROPOSED DONOR RIGHT-OF-WAY TAKE
- PROPOSED PAVEMENT (MEDIANS NOT SHOWN FOR CLARITY)

WADLEY AVENUE IMPROVEMENTS

RANCHLAND RD TO FAIRGROUNDS RD

MIDLAND Engineering Services

MISD Midland Independent School District

Parkhill

August 26, 2025